

TSP Name: NEXUS Gas Transmission, LLC (U.S.)
K Holder Name: DTE ELECTRIC COMPANY

Post Date: 06/15/2022 Post Time: 18:00:00
TSP: 080151107 Amend Rptg Desc: All Data
K Holder Prop: 0000030231 K Holder: 839329158 Affil Desc: TSP

Svc Req K: 860002

Rate Sch: FT-1

K Ent Beg Date	K Ent End Date	Rec Loc	Rec Zn	Rec Loc Name	Del Loc	Del Zn	Del Loc Name	Rate ID Desc	Max Trf Rate	Rate Chgd	Ref Desc	Rate Chgd
11/01/2018	10/31/2022	M1	M1	NXUS M1	SZ	SZ	NXUS SZ	Commodity	0.0057		Special Terms	0.0000
11/01/2018	10/31/2022	SZ	SZ	NXUS SZ	M1	M1	NXUS M1	Commodity	0.0057		Special Terms	0.0000
11/01/2018	10/31/2038	M1	M1	NXUS M1	M1	M1	NXUS M1	Commodity	0.0057		Tariff	0.0057
11/01/2018	10/31/2038	M1	M1	NXUS M1	SZ	SZ	NXUS SZ	Commodity	0.0057		Tariff	0.0057
11/01/2018	10/31/2038	SZ	SZ	NXUS SZ	M1	M1	NXUS M1	Commodity	0.0057		Tariff	0.0057
11/01/2018	10/31/2022	M1	M1	NXUS M1	M1	M1	NXUS M1	Reservation	24.8410		Special Terms	0.6950
11/01/2018	10/31/2022	SZ	SZ	NXUS SZ	M1	M1	NXUS M1	Reservation	29.3960		Special Terms	0.8450
11/01/2018	10/31/2038	M1	M1	NXUS M1	M1	M1	NXUS M1	Reservation	24.8410		Tariff	24.8410
11/01/2018	10/31/2038	SZ	SZ	NXUS SZ	M1	M1	NXUS M1	Reservation	29.3960		Tariff	29.3960
11/01/2022	10/31/2038	M1	M1	NXUS M1	M1	M1	NXUS M1	Commodity	0.0057		Special Terms	0.0000
11/01/2022	10/31/2038	M1	M1	NXUS M1	M1	M1	NXUS M1	Reservation	24.8410		Special Terms	0.6950

Terms/Notes

Pressure Comments:

For Meter N1001, and For effective Duration 09/17/2018 - 01/01/2200 and for Direction of Flow DELIVERY - AT SUCH PRESSURE AVAILABLE IN PIPELINE'S FACILITIES AT THE POINT OF DELIVERY NOT TO EXCEED THE MAXIMUM ALLOWABLE OPERATING PRESSURE OF THE PIPELINE

Surcharge Footnote:

Maximum Tariff Rate does not include ACA surcharge, ACA surcharge will be charged based on Tariff provisions.

See original contracts

Negotiated Rate Comments:

For Negotiated Rate effective from 11/01/2018 to 10/31/2022, for Rate Id Desc RES, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc RES, for from Rec Zone Id SZ to Del Zone Id

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M1, for Rate Id Desc RES, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc RES, for from Rec Zone Id SZ to Del Zone Id M1,

The negotiated reservation rate of \$0.6950 ("Tier 1 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 for service from M1 to M1. The Tier 1 Negotiated Rate will apply to a quantity equal to or greater than 1 Dekatherms up to a maximum of 30,000 Dekatherms.

The negotiated reservation rate of \$0.8450 ("Tier 2 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 for service from SZ to M1. The Tier 2 Negotiated Rate will apply to a quantity equal to or greater than 1 Dekatherms up to a maximum of 15,000 Dekatherms.

The negotiated reservation rate of \$0.8167 ("Tier 3 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 for service from M1 to M1. The Tier 3 Negotiated Rate will apply to a quantity equal to or greater than 30,001 Dekatherms.

The negotiated reservation rate of \$0.9664 ("Tier 4 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 for service from SZ to M1. The Tier 4 Negotiated Rate will apply to a quantity equal to or greater than 15,001 Dekatherms. STATEMENT OF NEGOTIATED RATES

A. DEFINITIONS:

1. CUSTOMER: DTE ELECTRIC COMPANY
2. SERVICE AGREEMENT: SERVICE AGREEMENT NO. 860002 BETWEEN PIPELINE AND CUSTOMER UNDER RATE SCHEDULE FT-1.
3. PROJECT: AS USED IN THIS STATEMENT OF NEGOTIATED RATES, THE TERM *PROJECT* SHALL MEAN AN APPROXIMATELY 250-MILE GREENFIELD PIPELINE AND RELATED FACILITIES EXTENDING FROM EASTERN OHIO TO VARIOUS INTERCONNECTIONS IN MICHIGAN, ALONG WITH SUBSCRIPTIONS OR LEASES OF FIRM PIPELINE CAPACITY ON EXISTING OR EXPANDING PIPELINE SYSTEMS IN WEST VIRGINIA, PENNSYLVANIA, OHIO, AND MICHIGAN FOR ULTIMATE DELIVERY TO THE INTERNATIONAL BORDER BETWEEN THE UNITED STATES AND CANADA NEAR ST. CLAIR, MICHIGAN.
4. TERM OF NEGOTIATED RATES: THE TERM OF THIS STATEMENT OF NEGOTIATED RATES COMMENCES ON THE SERVICE COMMENCEMENT DATE (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT) AND CONTINUES FOR THE PRIMARY TERM (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT), INCLUDING FOR THE AVOIDANCE OF DOUBT THE TERM SPECIFIED BY THE SERVICE AGREEMENT DURING WHICH THE INCREASED MDQ WILL APPLY AND ANY EXTENDED TERM (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT).
5. RATE SCHEDULE FT-1: THE RATE SCHEDULE IN PIPELINE'S APPROVED FERC GAS TARIFF APPLICABLE TO THE FIRM TRANSPORTATION SERVICE CONTEMPLATED UNDER THE SERVICE AGREEMENT AND TO WHICH THIS STATEMENT OF NEGOTIATED RATES APPLIES.
6. MDQ: THE MAXIMUM DAILY QUANTITY OF GAS, EXCLUSIVE OF FUEL AND EXPRESSED IN DEKATHERMS PER DAY (DTH/D), THAT PIPELINE IS OBLIGATED TO DELIVER FOR CUSTOMER ON ANY GAS DAY.

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7. RECOURSE RATE(S): THE APPLICABLE MAXIMUM RATE(S) STATED IN PIPELINE'S FERC GAS TARIFF ON PIPELINE'S STATEMENT OF RATES FOR RATE SCHEDULE FT-1, AS SUCH RATE(S) MAY BE IN EFFECT FROM TIME TO TIME, INCLUSIVE OF ALL CHARGES AND SURCHARGES.
 8. NEXUS FERC GAS TARIFF: THE FERC GAS TARIFF FILED BY PIPELINE AND ACCEPTED BY FERC, AS MAY BE REVISED FROM TIME TO TIME.
 9. IN-PATH NOMINATION: A NOMINATION FROM A PRIMARY POINT OF RECEIPT OR ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER THE RATE SCHEDULE FT-1 TO A PRIMARY POINT OF DELIVERY OR ANY SECONDARY POINT OF DELIVERY AVAILABLE UNDER THE RATE SCHEDULE FT-1 WHERE BOTH THE RECEIPT POINT AND THE DELIVERY POINT ARE WITHIN THE PRIMARY PATH AND THE NOMINATION IS IN THE DIRECTION OF FLOW OF THE PRIMARY PATH, EXCEPT THAT DURING THE TIME PERIOD IN WHICH CUSTOMER HAS A PRIMARY POINT OF RECEIPT IN THE SUPPLY ZONE IN ACCORDANCE WITH THE SERVICE AGREEMENT, THE TERM "IN-PATH NOMINATION" SHALL INCLUDE ANY NOMINATION USING ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER RATE SCHEDULE FT-1 IN THE SUPPLY ZONE WHERE THE NOMINATION IS IN THE SAME DIRECTION OF FLOW OF THE PRIMARY PATH AND WHERE THE NOMINATED DELIVERY POINT IS LOCATED INSIDE THE PRIMARY PATH.
 10. OUT-OF-PATH NOMINATION: A NOMINATION FROM AND/OR TO A SECONDARY POINT OF RECEIPT OR DELIVERY OUTSIDE OF THE PRIMARY PATH OR A NOMINATION THAT IS COUNTER TO THE DIRECTION OF FLOW OF THE PRIMARY PATH, EXCEPT THAT DURING THE TIME PERIOD IN WHICH CUSTOMER HAS A PRIMARY POINT OF RECEIPT IN THE SUPPLY ZONE IN ACCORDANCE WITH THE SERVICE AGREEMENT, THE TERM "OUT-OF-PATH NOMINATION" SHALL NOT INCLUDE ANY NOMINATION USING ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER RATE SCHEDULE FT-1 IN THE SUPPLY ZONE WHERE THE NOMINATION IS IN THE SAME DIRECTION OF FLOW OF THE PRIMARY PATH AND WHERE THE NOMINATED DELIVERY POINT IS LOCATED INSIDE THE PRIMARY PATH.
 11. MAXIMUM DAILY DELIVERY OBLIGATION (MDDO): THE MAXIMUM QUANTITY OF GAS, EXPRESSED IN DTH, WHICH PIPELINE IS OBLIGATED TO DELIVER ON A PRIMARY FIRM BASIS TO OR ON BEHALF OF CUSTOMER ON ANY GAS DAY (AS DEFINED IN THE NEXUS FERC GAS TARIFF) AT A PRIMARY POINT OF DELIVERY.
 12. MAXIMUM DAILY RECEIPT OBLIGATION (MDRO): THE MAXIMUM QUANTITY OF GAS, EXPRESSED IN DTH, EXCLUSIVE OF ANY APPLICABLE SHRINKAGE IN ACCORDANCE WITH THE TERMS OF THE NEXUS FERC GAS TARIFF, WHICH PIPELINE IS OBLIGATED TO RECEIVE ON A PRIMARY FIRM BASIS FOR OR ON BEHALF OF CUSTOMER ON ANY GAS DAY (AS DEFINED IN THE NEXUS FERC GAS TARIFF) AT A PRIMARY POINT OF RECEIPT.
 13. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED HERE SHALL HAVE THE DEFINITIONS IN PIPELINE'S FERC GAS TARIFF, OR IF NOT DEFINED HEREIN OR THEREIN, THEN SHALL HAVE THE MEANING COMMONLY ATTRIBUTED TO THEM BY FERC AND NAESB (E.G. "DAY" AND "MONTH"), AS THE CONTEXT MAY REQUIRE.
- B. PARTIES' AGREEMENT AS TO NEGOTIATED RATES
1. NEGOTIATED RATES: THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE ELECTING THE NEGOTIATED RATES SET FORTH HEREIN AS AN ALTERNATIVE TO THE RECOURSE RATE(S) DEFINED ABOVE. THIS STATEMENT OF NEGOTIATED RATES SHALL APPLY ONLY TO TRANSPORTATION SERVICE UNDER THE SERVICE AGREEMENT, USING THE PRIMARY POINT(S) OF RECEIPT AND PRIMARY POINT(S) OF DELIVERY DESIGNATED IN SECTIONS C(2) AND (3) BELOW, OR WHOLLY WITHIN THE PATH FROM CUSTOMER'S PRIMARY POINT(S) OF RECEIPT TO CUSTOMER'S PRIMARY POINT(S) OF DELIVERY ("PRIMARY PATH"), OR TO IN-PATH NOMINATIONS TO THE EXTENT THAT THE SAME ARE NOT WITHIN THE PRIMARY PATH AS SPECIFIED IN THIS SENTENCE. THE PARTIES HEREBY AGREE THAT AS OF THE SERVICE COMMENCEMENT DATE (AS SUCH TERM IS DEFINED IN THE SERVICE

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AGREEMENT) CUSTOMER'S NEGOTIATED RESERVATION RATE AND NEGOTIATED COMMODITY RATE SHALL BE LOWER THAN THE RECOURSE RATE THEN IN EFFECT, THOUGH THE RECOURSE RATE MAY CHANGE DURING THE TERM OF THIS STATEMENT OF NEGOTIATED RATES. THIS STATEMENT OF NEGOTIATED RATES IS PART OF A NON-CONFORMING SERVICE AGREEMENT.

2. CUSTOMER SHALL PAY THE FOLLOWING NEGOTIATED RESERVATION RATE, APPLICABLE SHRINKAGE, NEGOTIATED COMMODITY RATE, AND OTHER CHARGES FOR SERVICE PROVIDED PURSUANT TO THE SERVICE AGREEMENT AS SET FORTH BELOW:

A. NEGOTIATED RESERVATION RATE: CUSTOMER SHALL PAY ON A MONTHLY BASIS THE FOLLOWING NEGOTIATED RESERVATION RATE(S), AS APPLICABLE (COLLECTIVELY, THE NEGOTIATED RESERVATION RATE(S)):

- I. FOR YEARS 1-4 OF THE PRIMARY TERM WITH RESPECT TO 15,000 DTH/DAY, AND FOR THE REMAINDER OF THE PRIMARY TERM WITH RESPECT TO THE ENTIRE THEN-EFFECTIVE MDQ, THE NEGOTIATED RESERVATION RATE SHALL BE \$21.13958 PER DTH PER MONTH (WHICH AMOUNT IS EQUIVALENT TO \$0.695 PER DTH PER DAY).
- II. FOR YEARS 1-4 OF THE PRIMARY TERM WITH RESPECT TO 15,000 DTH/DAY, THE NEGOTIATED RESERVATION RATE SHALL BE \$25.70208 PER DTH PER MONTH (WHICH AMOUNT IS EQUIVALENT TO \$0.845 PER DTH PER DAY). FOR THE AVOIDANCE OF DOUBT, THE NEGOTIATED RESERVATION RATE SET FORTH IN THIS PARAGRAPH B(2)(A)(II) APPLIES TO CUSTOMER'S SUPPLY ZONE RECEIPTS IN YEARS 1-4 OF THE PRIMARY TERM.

B. APPLICABLE SHRINKAGE ADJUSTMENT: CUSTOMER SHALL ALSO BE SUBJECT TO THE APPLICABLE SHRINKAGE ADJUSTMENT AND PAY APPLICABLE SHRINKAGE IN ACCORDANCE WITH AND AS PROVIDED IN SECTION 21.2 OF THE GENERAL TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF.

C. NEGOTIATED COMMODITY RATES: THE USAGE-1 CHARGE (AS DEFINED IN RATE SCHEDULE FT-1 OF THE NEXUS FERC GAS TARIFF) SHALL BE ZERO (\$0.00) MULTIPLIED BY THE QUANTITY OF GAS, IN DTH, DELIVERED DURING THE APPLICABLE DAY WHICH IS NOT IN EXCESS OF 110% OF SCHEDULED SERVICE LEVELS FOR SUCH DAY. THE USAGE-2 CHARGE (AS SET FORTH IN RATE SCHEDULE FT-1 OF THE NEXUS FERC GAS TARIFF) SHALL BE THE MAXIMUM APPLICABLE RATE SCHEDULE FT-1 RECOURSE USAGE-2 CHARGE MULTIPLIED BY THAT PORTION OF THE TOTAL QUANTITY OF CUSTOMER'S GAS DELIVERED ON ANY DAY PURSUANT TO CUSTOMER'S SERVICE AGREEMENT WHICH IS IN EXCESS OF 110% OF SCHEDULED SERVICE LEVELS FOR SUCH DAY, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE NEXUS FERC GAS TARIFF, RATE SCHEDULE FT-1.

D. OTHER CHARGES: CUSTOMER SHALL PAY (I) THE ANNUAL CHARGE ADJUSTMENT (ACA) SURCHARGE SET FORTH IN THE NEXUS FERC GAS TARIFF; (II) ALL OTHER CHARGES AND SURCHARGES (WHETHER RESERVATION, USAGE, OR OTHER) (A) INCURRED BY PIPELINE PURSUANT TO THE CAPACITY LEASE AGREEMENTS BETWEEN PIPELINE AND TEXAS EASTERN TRANSMISSION, LP, VECTOR PIPELINE, L.P., OR DTE GAS COMPANY, AS APPLICABLE, OR (B) APPLICABLE TO RATE SCHEDULE FT-1 FOR THE SERVICE AGREEMENT UNDER PIPELINE'S FERC GAS TARIFF, AS SUCH MAY BE REVISED AND ACCEPTED BY FERC FROM TIME TO TIME; AND (III) ALL OTHER CHARGES AND SURCHARGES (WHETHER RESERVATION, USAGE, OR OTHER) PURSUANT TO ANY FERC APPROVED COST RECOVERY MECHANISM OF GENERAL APPLICABILITY IMPLEMENTED THROUGH A GENERIC FERC PROCEEDING OR A PIPELINE-SPECIFIC PROCEEDING RELATED TO PIPELINE'S OPERATIONS PURSUANT TO THE NEXUS FERC GAS TARIFF, WHICH MECHANISM RECOVERS COST COMPONENTS NOT REFLECTED IN THE INITIAL RECOURSE RATES. IT IS THE PARTIES' INTENT THAT SUCH OTHER CHARGES AS CONTEMPLATED IN THIS SECTION MAY INCLUDE, BUT ARE NOT LIMITED TO CHARGES OR SURCHARGES (I) APPROVED BY FERC AS PART OF THE CERTIFICATE APPLICATION FOR THE PROJECT; OR (II) REASONABLY DESIGNED BY PIPELINE AND APPROVED BY FERC TO RECOVER COSTS INCURRED DUE TO A MANDATE FROM FERC OR ANY OTHER GOVERNMENTAL AUTHORITY, OR OTHERWISE RELATED TO COMPLIANCE WITH PIPELINE SAFETY OR ENVIRONMENTAL REQUIREMENTS RELATED TO PIPELINE'S OPERATIONS. IT IS NOT THE PARTIES' INTENT THAT THIS PROVISION WOULD PERMIT EITHER PARTY TO UNILATERALLY MODIFY THE COMMERCIAL INTENT OF THIS STATEMENT OF NEGOTIATED RATES OUTSIDE THE CONTEXT

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OF A GENERIC OR PIPELINE-SPECIFIC FERC PROCEEDING TO INSTITUTE A CHARGE OR SURCHARGE GENERALLY APPLICABLE TO RATE SCHEDULE FT-1 AND/OR TO IMPLEMENT A FERC-APPROVED COST RECOVERY MECHANISM.

C. MDQ, RECEIPT AND DELIVERY POINTS, AND BILLING

1. MDQ: THE MDQ WILL BE 30,000 DTH/D, SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH THE TERMS OF THE SERVICE AGREEMENT.

2. PRIMARY POINT(S) OF RECEIPT: (1) THE HEAD OF THE PROJECT FACILITIES IN EASTERN OHIO, WHICH IS THE MOST UPSTREAM MAINLINE RECEIPT POINT INTO THE GREENFIELD PIPELINE PORTION OF THE PROJECT, DESIGNATED AS METER #N2002; (2) THE ACCOUNTING POINT AT KENSINGTON, OHIO, METER #N4994; AND (3) FOR YEARS 1-4 OF THE PRIMARY TERM ONLY, METER #N4995-NEXUS INTERCONNECT WITH TETLP, MONROE CO., OH, NEAR CLARINGTON, OH.

3. PRIMARY POINT(S) OF DELIVERY: THE PRIMARY POINT OF DELIVERY IS THE INTERCONNECTION OF THE PROJECT WITH THE EXISTING FACILITIES OF DTE GAS COMPANY AT OR NEAR YPSILANTI, MICHIGAN, AT METER #N1001.

4. RESERVATION CHARGE CALCULATION AND SERVICE BILLING: THE FOLLOWING PRINCIPLES WILL GOVERN HOW THE RESERVATION CHARGES WILL BE CALCULATED AND HOW THE SERVICE WILL BE BILLED TO CUSTOMER:

A. THE RESERVATION CHARGES PURSUANT TO THIS STATEMENT OF NEGOTIATED RATES WILL BE CALCULATED DAILY.

B. IF THE APPLICABLE NEGOTIATED RESERVATION RATE IS GREATER THAN OR EQUAL TO THE DAILY EQUIVALENT RECOURSE RESERVATION RATE, THE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH B(2)(D) ABOVE) WILL APPLY TO THE MDQ REGARDLESS OF WHETHER CUSTOMER'S NOMINATIONS ARE IN-PATH NOMINATIONS OR OUT-OF-PATH NOMINATIONS.

C. IF THE APPLICABLE NEGOTIATED RESERVATION RATE IS LESS THAN THE DAILY EQUIVALENT RECOURSE RESERVATION RATE, THE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH SECTION B(2)(D) ABOVE) WILL APPLY TO ALL IN-PATH NOMINATIONS AND THE DAILY EQUIVALENT RECOURSE RESERVATION RATE WILL APPLY TO ALL OUT-OF-PATH NOMINATIONS.

D. THE OUT-OF-PATH NOMINATIONS FOR A GIVEN DAY WILL BE FIRST ALLOCATED TO MDQ, AND THEN THE REMAINDER OF THE MDQ ON SUCH DAY WILL BE CHARGED THE APPLICABLE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH SECTION B(2)(D) ABOVE).

5. COMMODITY CHARGE CALCULATION AND SERVICE BILLING: THE FOLLOWING PRINCIPLES WILL GOVERN HOW THE COMMODITY CHARGES ARE CALCULATED AND HOW THE SERVICE WILL BE BILLED TO CUSTOMER:

A. FOR CUSTOMER'S IN-PATH NOMINATIONS, THE NEGOTIATED COMMODITY RATE AS SET FORTH ABOVE IN SECTION B(2)(C) SHALL APPLY.

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- B. FOR CUSTOMER'S OUT-OF-PATH NOMINATIONS, CUSTOMER SHALL BE CHARGED THE GREATER OF THE NEGOTIATED COMMODITY RATE OR THE THEN EFFECTIVE MAXIMUM APPLICABLE RECOURSE COMMODITY RATE.
6. CAPACITY RELEASE: WHERE CUSTOMER HAS RELEASED ALL OR A PORTION OF ITS CAPACITY AS SPECIFIED IN THE SERVICE AGREEMENT TO ONE OR MORE REPLACEMENT CUSTOMERS, AND WHERE SUCH REPLACEMENT CUSTOMERS MAKE OUT-OF-PATH NOMINATIONS:
- A. CUSTOMER'S RESERVATION CHARGE SHALL BE CALCULATED IN ACCORDANCE WITH SECTION 4 ABOVE USING THE ASSUMPTION THAT THE REPLACEMENT CUSTOMERS' OUT OF PATH NOMINATIONS WERE MADE BY THE CUSTOMER; AND
- B. CUSTOMER SHALL REIMBURSE PIPELINE FOR THE POSITIVE DIFFERENCE, IF ANY, BETWEEN (I) THE COMMODITY CHARGES THAT PIPELINE WOULD HAVE COLLECTED FROM CUSTOMER HAD CUSTOMER SUBMITTED SUCH OUT OF PATH NOMINATIONS AND (II) WHAT PIPELINE COLLECTS IN AGGREGATE FROM SUCH REPLACEMENT CUSTOMERS FOR SUCH REPLACEMENT CUSTOMERS' OUT-OF-PATH NOMINATIONS.
7. PRIMARY POINT CHANGES: DURING THE TERM OF THIS STATEMENT OF NEGOTIATED RATES, CUSTOMER MAY, PURSUANT TO THE PROVISIONS OF PIPELINE'S FERC GAS TARIFF, AMEND ITS PRIMARY POINT(S) OF RECEIPT OR ITS PRIMARY POINT(S) OF DELIVERY (OR THE MDRO OR MDDO ASSOCIATED WITH SUCH POINTS) TO OTHER MAINLINE RECEIPT AND/OR DELIVERY METERS ON PIPELINE'S MAINLINE THAT ARE LOCATED WITHIN THE PRIMARY PATH AND THIS STATEMENT OF NEGOTIATED RATES WILL REMAIN IN FULL FORCE AND EFFECT. IF CUSTOMER AND PIPELINE AGREE TO AMEND THE SERVICE AGREEMENT TO CHANGE CUSTOMER'S PRIMARY POINT(S) OF RECEIPT OR PRIMARY POINT(S) OF DELIVERY SET FORTH IN SECTIONS C(2) AND C(3) ABOVE (OR THE MDROS OR MDDOS ASSOCIATED WITH SUCH POINTS), TO A POINT(S) OUTSIDE OF THE PRIMARY PATH, THEN PIPELINE SHALL HAVE THE OPTION TO CHARGE THE MAXIMUM APPLICABLE RECOURSE RATES FOR RATE SCHEDULE FT-1, AND UPON THE DATE SPECIFIED IN A NOTICE PROVIDED BY PIPELINE TO SHIPPER THAT IT WILL CHARGE THE MAXIMUM APPLICABLE RECOURSE RATE IN ACCORDANCE WITH THIS SECTION C(7), THIS STATEMENT OF NEGOTIATED RATES SHALL BE OF NO FURTHER FORCE OR EFFECT, UNLESS AND UNTIL OTHERWISE MUTUALLY AGREED IN WRITING BETWEEN CUSTOMER AND PIPELINE.
- D. OTHER PROVISIONS:
1. PROJECT CAPITAL COST ESTIMATE: PIPELINE AND CUSTOMER ACKNOWLEDGE THAT THE CAPITAL COSTS ATTRIBUTABLE TO THE FACILITIES NECESSARY TO BE CONSTRUCTED BY PIPELINE FOR THE PROVISION OF SERVICE ON THE PROJECT (THE 'PROJECT FACILITIES'), WHICH UNDERLIE A PORTION OF THE MONTHLY RESERVATION CHARGE DESCRIBED IN THE RESERVATION RATE SECTION ABOVE, ARE SUBSTANTIALLY THE SAME AS THE ESTIMATED PROJECT CAPITAL COSTS REFLECTED IN THE EXHIBIT K INCLUDED WITH THE CERTIFICATE APPLICATION FILED BY PIPELINE WITH FERC FOR THE PROJECT.
2. RIGHT OF FIRST REFUSAL: PIPELINE AND CUSTOMER AGREE THAT THE SERVICE AGREEMENT IS A 'RIGHT OF FIRST REFUSAL' (ROFR) AGREEMENT, MEANING PIPELINE SHALL PROVIDE CUSTOMER WITH THE RIGHT TO CONTINUE SERVICE UNDER THE SERVICE AGREEMENT UPON ITS TERMINATION PURSUANT TO THE RIGHT OF FIRST REFUSAL PROCEDURES CONTAINED IN THE NEXUS FERC GAS TARIFF.

Discount Suspense Provision(s):

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Contract Point Amendment suspends the negotiated rate. In the event the Customer requests and executes an amendment to change a firm receipt point or a firm delivery point on a firm contract, Customer will lose the negotiated rate effective as of the effective date of the amendment and will be charged the maximum tariff rate for the remaining contract term.

For Negotiated Rate effective from 11/01/2018 to 10/31/2022, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc COM, for from Rec Zone Id SZ to Del Zone Id M1, for Rate Id Desc COM, for from Rec Zone Id SZ to Del Zone Id SZ, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id SZ, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc COM, for from Rec Zone Id SZ to Del Zone Id M1, for Rate Id Desc COM, for from Rec Zone Id SZ to Del Zone Id SZ, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id SZ,

The negotiated rate of \$0.0000 ("Tier 1 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 1 Dekatherms ("Minimum Tier 1 Volume") for service from M1 to M1. The Tier 1 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 1 Volume up to a maximum daily delivered quantity of 30,000 Dekatherms.

The negotiated rate of \$0.0057 ("Tier 5 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 30,001 Dekatherms ("Minimum Tier 5 Volume") for service from M1 to M1. The Tier 5 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 5 Volume. The Tier 1 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 1 Volume up to a maximum daily delivered quantity of 30,000 Dekatherms.

The negotiated rate of \$0.0000 ("Tier 2 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 1 Dekatherms ("Minimum Tier 2 Volume") for service from SZ to M1. The Tier 2 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 2 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms.

The negotiated rate of \$0.0057 ("Tier 6 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 15,001 Dekatherms ("Minimum Tier 6 Volume") for service from SZ to M1. The Tier 6 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 6 Volume. The Tier 2 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 2 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms.

The negotiated rate of \$0.0000 ("Tier 3 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 1 Dekatherms ("Minimum Tier 3 Volume") for service from SZ to SZ. The Tier 3 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 3 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms.

The negotiated rate of \$0.0000 ("Tier 7 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 15,001 Dekatherms ("Minimum Tier 7 Volume") for service from SZ to SZ. The Tier 7

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Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 7 Volume. The Tier 3 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 3 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms.

The negotiated rate of \$0.0000 ("Tier 4 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 1 Dekatherms ("Minimum Tier 4 Volume") for service from M1 to SZ. The Tier 4 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 4 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms.

The negotiated rate of \$0.0057 ("Tier 8 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2018 through and including October 31, 2022 is equal to or greater than 15,001 Dekatherms ("Minimum Tier 8 Volume") for service from M1 to SZ. The Tier 8 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 8 Volume. The Tier 4 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 4 Volume up to a maximum daily delivered quantity of 15,000 Dekatherms. .

Discount Suspense Provision(s):

Contract Point Amendment suspends the negotiated rate. In the event the Customer requests and executes an amendment to change a firm receipt point or a firm delivery point on a firm contract, Customer will lose the negotiated rate effective as of the effective date of the amendment and will be charged the maximum tariff rate for the remaining contract term.

For Negotiated Rate effective from 11/01/2022 to 10/31/2038, for Rate Id Desc RES, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc RES, for from Rec Zone Id M1 to Del Zone Id M1,

The negotiated reservation rate of \$0.6950 ("Tier 1 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2022 through and including October 31, 2038 for service from M1 to M1. The Tier 1 Negotiated Rate will apply to a quantity equal to or greater than 1 Dekatherms up to a maximum of 30,000 Dekatherms.

The negotiated reservation rate of \$0.8167 ("Tier 2 Negotiated Rate") will apply to service under Contract No. 860002 for the period beginning November 1, 2022 through and including October 31, 2038 for service from M1 to M1. The Tier 2 Negotiated Rate will apply to a quantity equal to or greater than 30,001 Dekatherms. STATEMENT OF NEGOTIATED RATES

A. DEFINITIONS:

1. CUSTOMER: DTE ELECTRIC COMPANY

2. SERVICE AGREEMENT: SERVICE AGREEMENT NO. 860002 BETWEEN PIPELINE AND CUSTOMER UNDER RATE SCHEDULE FT-1.

3. PROJECT: AS USED IN THIS STATEMENT OF NEGOTIATED RATES, THE TERM "PROJECT" SHALL MEAN AN APPROXIMATELY 250-MILE GREENFIELD PIPELINE AND RELATED FACILITIES EXTENDING FROM EASTERN OHIO TO VARIOUS INTERCONNECTIONS IN MICHIGAN, ALONG WITH SUBSCRIPTIONS OR LEASES OF FIRM PIPELINE CAPACITY ON EXISTING OR EXPANDING PIPELINE SYSTEMS IN WEST VIRGINIA, PENNSYLVANIA, OHIO, AND MICHIGAN FOR ULTIMATE DELIVERY TO THE INTERNATIONAL BORDER BETWEEN THE UNITED STATES AND CANADA NEAR ST. CLAIR, MICHIGAN.

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4. TERM OF NEGOTIATED RATES: THE TERM OF THIS STATEMENT OF NEGOTIATED RATES COMMENCES ON THE SERVICE COMMENCEMENT DATE (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT) AND CONTINUES FOR THE PRIMARY TERM (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT), INCLUDING FOR THE AVOIDANCE OF DOUBT THE TERM SPECIFIED BY THE SERVICE AGREEMENT DURING WHICH THE INCREASED MDQ WILL APPLY AND ANY EXTENDED TERM (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT).
5. RATE SCHEDULE FT-1: THE RATE SCHEDULE IN PIPELINE'S APPROVED FERC GAS TARIFF APPLICABLE TO THE FIRM TRANSPORTATION SERVICE CONTEMPLATED UNDER THE SERVICE AGREEMENT AND TO WHICH THIS STATEMENT OF NEGOTIATED RATES APPLIES.
6. MDQ: THE MAXIMUM DAILY QUANTITY OF GAS, EXCLUSIVE OF FUEL AND EXPRESSED IN DEKATHERMS PER DAY (DTH/D), THAT PIPELINE IS OBLIGATED TO DELIVER FOR CUSTOMER ON ANY GAS DAY.
7. RECOURSE RATE(S): THE APPLICABLE MAXIMUM RATE(S) STATED IN PIPELINE'S FERC GAS TARIFF ON PIPELINE'S STATEMENT OF RATES FOR RATE SCHEDULE FT-1, AS SUCH RATE(S) MAY BE IN EFFECT FROM TIME TO TIME, INCLUSIVE OF ALL CHARGES AND SURCHARGES.
8. NEXUS FERC GAS TARIFF: THE FERC GAS TARIFF FILED BY PIPELINE AND ACCEPTED BY FERC, AS MAY BE REVISED FROM TIME TO TIME.
9. IN-PATH NOMINATION: A NOMINATION FROM A PRIMARY POINT OF RECEIPT OR ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER THE RATE SCHEDULE FT-1 TO A PRIMARY POINT OF DELIVERY OR ANY SECONDARY POINT OF DELIVERY AVAILABLE UNDER THE RATE SCHEDULE FT-1 WHERE BOTH THE RECEIPT POINT AND THE DELIVERY POINT ARE WITHIN THE PRIMARY PATH AND THE NOMINATION IS IN THE DIRECTION OF FLOW OF THE PRIMARY PATH, EXCEPT THAT DURING THE TIME PERIOD IN WHICH CUSTOMER HAS A PRIMARY POINT OF RECEIPT IN THE SUPPLY ZONE IN ACCORDANCE WITH THE SERVICE AGREEMENT, THE TERM "IN-PATH NOMINATION" SHALL INCLUDE ANY NOMINATION USING ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER RATE SCHEDULE FT-1 IN THE SUPPLY ZONE WHERE THE NOMINATION IS IN THE SAME DIRECTION OF FLOW OF THE PRIMARY PATH AND WHERE THE NOMINATED DELIVERY POINT IS LOCATED INSIDE THE PRIMARY PATH.
10. OUT-OF-PATH NOMINATION: A NOMINATION FROM AND/OR TO A SECONDARY POINT OF RECEIPT OR DELIVERY OUTSIDE OF THE PRIMARY PATH OR A NOMINATION THAT IS COUNTER TO THE DIRECTION OF FLOW OF THE PRIMARY PATH, EXCEPT THAT DURING THE TIME PERIOD IN WHICH CUSTOMER HAS A PRIMARY POINT OF RECEIPT IN THE SUPPLY ZONE IN ACCORDANCE WITH THE SERVICE AGREEMENT, THE TERM "OUT-OF-PATH NOMINATION" SHALL NOT INCLUDE ANY NOMINATION USING ANY SECONDARY POINT OF RECEIPT AVAILABLE UNDER RATE SCHEDULE FT-1 IN THE SUPPLY ZONE WHERE THE NOMINATION IS IN THE SAME DIRECTION OF FLOW OF THE PRIMARY PATH AND WHERE THE NOMINATED DELIVERY POINT IS LOCATED INSIDE THE PRIMARY PATH.
11. MAXIMUM DAILY DELIVERY OBLIGATION (MDDO): THE MAXIMUM QUANTITY OF GAS, EXPRESSED IN DTH, WHICH PIPELINE IS OBLIGATED TO DELIVER ON A PRIMARY FIRM BASIS TO OR ON BEHALF OF CUSTOMER ON ANY GAS DAY (AS DEFINED IN THE NEXUS FERC GAS TARIFF) AT A PRIMARY POINT OF DELIVERY.
12. MAXIMUM DAILY RECEIPT OBLIGATION (MDRO): THE MAXIMUM QUANTITY OF GAS, EXPRESSED IN DTH, EXCLUSIVE OF ANY APPLICABLE SHRINKAGE IN ACCORDANCE WITH THE TERMS OF THE NEXUS FERC GAS TARIFF, WHICH PIPELINE IS OBLIGATED TO RECEIVE ON A PRIMARY FIRM BASIS FOR OR ON BEHALF OF CUSTOMER ON ANY GAS DAY (AS

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DEFINED IN THE NEXUS FERC GAS TARIFF) AT A PRIMARY POINT OF RECEIPT.

13. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED HERE SHALL HAVE THE DEFINITIONS IN PIPELINE'S FERC GAS TARIFF, OR IF NOT DEFINED HEREIN OR THEREIN, THEN SHALL HAVE THE MEANING COMMONLY ATTRIBUTED TO THEM BY FERC AND NAESB (E.G. DAY AND MONTH), AS THE CONTEXT MAY REQUIRE.

B. PARTIES' AGREEMENT AS TO NEGOTIATED RATES

1. NEGOTIATED RATES: THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE ELECTING THE NEGOTIATED RATES SET FORTH HEREIN AS AN ALTERNATIVE TO THE RECOURSE RATE(S) DEFINED ABOVE. THIS STATEMENT OF NEGOTIATED RATES SHALL APPLY ONLY TO TRANSPORTATION SERVICE UNDER THE SERVICE AGREEMENT, USING THE PRIMARY POINT(S) OF RECEIPT AND PRIMARY POINT(S) OF DELIVERY DESIGNATED IN SECTIONS C(2) AND (3) BELOW, OR WHOLLY WITHIN THE PATH FROM CUSTOMER'S PRIMARY POINT(S) OF RECEIPT TO CUSTOMER'S PRIMARY POINT(S) OF DELIVERY (PRIMARY PATH), OR TO IN-PATH NOMINATIONS TO THE EXTENT THAT THE SAME ARE NOT WITHIN THE PRIMARY PATH AS SPECIFIED IN THIS SENTENCE. THE PARTIES HEREBY AGREE THAT AS OF THE SERVICE COMMENCEMENT DATE (AS SUCH TERM IS DEFINED IN THE SERVICE AGREEMENT) CUSTOMER'S NEGOTIATED RESERVATION RATE AND NEGOTIATED COMMODITY RATE SHALL BE LOWER THAN THE RECOURSE RATE THEN IN EFFECT, THOUGH THE RECOURSE RATE MAY CHANGE DURING THE TERM OF THIS STATEMENT OF NEGOTIATED RATES. THIS STATEMENT OF NEGOTIATED RATES IS PART OF A NON-CONFORMING SERVICE AGREEMENT.

2. CUSTOMER SHALL PAY THE FOLLOWING NEGOTIATED RESERVATION RATE, APPLICABLE SHRINKAGE, NEGOTIATED COMMODITY RATE, AND OTHER CHARGES FOR SERVICE PROVIDED PURSUANT TO THE SERVICE AGREEMENT AS SET FORTH BELOW:

A. NEGOTIATED RESERVATION RATE: CUSTOMER SHALL PAY ON A MONTHLY BASIS THE FOLLOWING NEGOTIATED RESERVATION RATE(S), AS APPLICABLE (COLLECTIVELY, THE NEGOTIATED RESERVATION RATE(S)):

- I. FOR YEARS 1-4 OF THE PRIMARY TERM WITH RESPECT TO 15,000 DTH/DAY, AND FOR THE REMAINDER OF THE PRIMARY TERM WITH RESPECT TO THE ENTIRE THEN-EFFECTIVE MDQ, THE NEGOTIATED RESERVATION RATE SHALL BE \$21.13958 PER DTH PER MONTH (WHICH AMOUNT IS EQUIVALENT TO \$0.695 PER DTH PER DAY).
- II. FOR YEARS 1-4 OF THE PRIMARY TERM WITH RESPECT TO 15,000 DTH/DAY, THE NEGOTIATED RESERVATION RATE SHALL BE \$25.70208 PER DTH PER MONTH (WHICH AMOUNT IS EQUIVALENT TO \$0.845 PER DTH PER DAY). FOR THE AVOIDANCE OF DOUBT, THE NEGOTIATED RESERVATION RATE SET FORTH IN THIS PARAGRAPH B(2)(A)(II) APPLIES TO CUSTOMER'S SUPPLY ZONE RECEIPTS IN YEARS 1-4 OF THE PRIMARY TERM.

B. APPLICABLE SHRINKAGE ADJUSTMENT: CUSTOMER SHALL ALSO BE SUBJECT TO THE APPLICABLE SHRINKAGE ADJUSTMENT AND PAY APPLICABLE SHRINKAGE IN ACCORDANCE WITH AND AS PROVIDED IN SECTION 21.2 OF THE GENERAL TERMS AND CONDITIONS OF PIPELINE'S FERC GAS TARIFF.

C. NEGOTIATED COMMODITY RATES: THE USAGE-1 CHARGE (AS DEFINED IN RATE SCHEDULE FT-1 OF THE NEXUS FERC GAS TARIFF) SHALL BE ZERO (\$0.00) MULTIPLIED BY THE QUANTITY OF GAS, IN DTH, DELIVERED DURING THE APPLICABLE DAY WHICH IS NOT IN EXCESS OF 110% OF SCHEDULED SERVICE LEVELS FOR SUCH DAY. THE USAGE-2 CHARGE (AS SET FORTH IN RATE SCHEDULE FT-1 OF THE NEXUS FERC GAS TARIFF) SHALL BE THE MAXIMUM APPLICABLE RATE SCHEDULE FT-1 RECOURSE USAGE-2 CHARGE MULTIPLIED BY THAT PORTION OF THE TOTAL QUANTITY OF CUSTOMER'S GAS DELIVERED ON ANY DAY PURSUANT TO CUSTOMER'S SERVICE AGREEMENT WHICH IS IN EXCESS OF 110% OF SCHEDULED SERVICE LEVELS FOR SUCH DAY, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE NEXUS FERC GAS TARIFF, RATE SCHEDULE FT-1.

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D. OTHER CHARGES: CUSTOMER SHALL PAY (I) THE ANNUAL CHARGE ADJUSTMENT (ζ ACA ζ) SURCHARGE SET FORTH IN THE NEXUS FERC GAS TARIFF; (II) ALL OTHER CHARGES AND SURCHARGES (WHETHER RESERVATION, USAGE, OR OTHER) (A) INCURRED BY PIPELINE PURSUANT TO THE CAPACITY LEASE AGREEMENTS BETWEEN PIPELINE AND TEXAS EASTERN TRANSMISSION, LP, VECTOR PIPELINE, L.P., OR DTE GAS COMPANY, AS APPLICABLE, OR (B) APPLICABLE TO RATE SCHEDULE FT-1 FOR THE SERVICE AGREEMENT UNDER PIPELINE'S FERC GAS TARIFF, AS SUCH MAY BE REVISED AND ACCEPTED BY FERC FROM TIME TO TIME; AND (III) ALL OTHER CHARGES AND SURCHARGES (WHETHER RESERVATION, USAGE, OR OTHER) PURSUANT TO ANY FERC APPROVED COST RECOVERY MECHANISM OF GENERAL APPLICABILITY IMPLEMENTED THROUGH A GENERIC FERC PROCEEDING OR A PIPELINE-SPECIFIC PROCEEDING RELATED TO PIPELINE'S OPERATIONS PURSUANT TO THE NEXUS FERC GAS TARIFF, WHICH MECHANISM RECOVERS COST COMPONENTS NOT REFLECTED IN THE INITIAL RECOURSE RATES. IT IS THE PARTIES' INTENT THAT SUCH OTHER CHARGES AS CONTEMPLATED IN THIS SECTION MAY INCLUDE, BUT ARE NOT LIMITED TO CHARGES OR SURCHARGES (I) APPROVED BY FERC AS PART OF THE CERTIFICATE APPLICATION FOR THE PROJECT; OR (II) REASONABLY DESIGNED BY PIPELINE AND APPROVED BY FERC TO RECOVER COSTS INCURRED DUE TO A MANDATE FROM FERC OR ANY OTHER GOVERNMENTAL AUTHORITY, OR OTHERWISE RELATED TO COMPLIANCE WITH PIPELINE SAFETY OR ENVIRONMENTAL REQUIREMENTS RELATED TO PIPELINE'S OPERATIONS. IT IS NOT THE PARTIES' INTENT THAT THIS PROVISION WOULD PERMIT EITHER PARTY TO UNILATERALLY MODIFY THE COMMERCIAL INTENT OF THIS STATEMENT OF NEGOTIATED RATES OUTSIDE THE CONTEXT OF A GENERIC OR PIPELINE-SPECIFIC FERC PROCEEDING TO INSTITUTE A CHARGE OR SURCHARGE GENERALLY APPLICABLE TO RATE SCHEDULE FT-1 AND/OR TO IMPLEMENT A FERC-APPROVED COST RECOVERY MECHANISM.

C. MDQ, RECEIPT AND DELIVERY POINTS, AND BILLING

1. MDQ: THE MDQ WILL BE 30,000 DTH/D, SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH THE TERMS OF THE SERVICE AGREEMENT.

2. PRIMARY POINT(S) OF RECEIPT: (1) THE HEAD OF THE PROJECT FACILITIES IN EASTERN OHIO, WHICH IS THE MOST UPSTREAM MAINLINE RECEIPT POINT INTO THE GREENFIELD PIPELINE PORTION OF THE PROJECT, DESIGNATED AS METER #N2002; (2) THE ACCOUNTING POINT AT KENSINGTON, OHIO, METER #N4994; AND (3) FOR YEARS 1-4 OF THE PRIMARY TERM ONLY, METER #N4995-NEXUS INTERCONNECT WITH TETLP, MONROE CO., OH, NEAR CLARINGTON, OH.

3. PRIMARY POINT(S) OF DELIVERY: THE PRIMARY POINT OF DELIVERY IS THE INTERCONNECTION OF THE PROJECT WITH THE EXISTING FACILITIES OF DTE GAS COMPANY AT OR NEAR YPSILANTI, MICHIGAN, AT METER #N1001.

4. RESERVATION CHARGE CALCULATION AND SERVICE BILLING: THE FOLLOWING PRINCIPLES WILL GOVERN HOW THE RESERVATION CHARGES WILL BE CALCULATED AND HOW THE SERVICE WILL BE BILLED TO CUSTOMER:

A. THE RESERVATION CHARGES PURSUANT TO THIS STATEMENT OF NEGOTIATED RATES WILL BE CALCULATED DAILY.

B. IF THE APPLICABLE NEGOTIATED RESERVATION RATE IS GREATER THAN OR EQUAL TO THE DAILY EQUIVALENT RECOURSE RESERVATION RATE, THE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH B(2)(D) ABOVE) WILL APPLY TO THE MDQ REGARDLESS OF WHETHER CUSTOMER'S NOMINATIONS ARE IN-PATH NOMINATIONS OR OUT-OF-PATH NOMINATIONS.

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- C. IF THE APPLICABLE NEGOTIATED RESERVATION RATE IS LESS THAN THE DAILY EQUIVALENT RECOURSE RESERVATION RATE, THE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH SECTION B(2)(D) ABOVE) WILL APPLY TO ALL IN-PATH NOMINATIONS AND THE DAILY EQUIVALENT RECOURSE RESERVATION RATE WILL APPLY TO ALL OUT-OF-PATH NOMINATIONS.
- D. THE OUT-OF-PATH NOMINATIONS FOR A GIVEN DAY WILL BE FIRST ALLOCATED TO MDQ, AND THEN THE REMAINDER OF THE MDQ ON SUCH DAY WILL BE CHARGED THE APPLICABLE NEGOTIATED RESERVATION RATE (INCLUSIVE OF ALL RESERVATION SURCHARGES AND OTHER CHARGES, CONSISTENT WITH SECTION B(2)(D) ABOVE).
5. COMMODITY CHARGE CALCULATION AND SERVICE BILLING: THE FOLLOWING PRINCIPLES WILL GOVERN HOW THE COMMODITY CHARGES ARE CALCULATED AND HOW THE SERVICE WILL BE BILLED TO CUSTOMER:
- A. FOR CUSTOMER'S IN-PATH NOMINATIONS, THE NEGOTIATED COMMODITY RATE AS SET FORTH ABOVE IN SECTION B(2)(C) SHALL APPLY.
- B. FOR CUSTOMER'S OUT-OF-PATH NOMINATIONS, CUSTOMER SHALL BE CHARGED THE GREATER OF THE NEGOTIATED COMMODITY RATE OR THE THEN EFFECTIVE MAXIMUM APPLICABLE RECOURSE COMMODITY RATE.
6. CAPACITY RELEASE: WHERE CUSTOMER HAS RELEASED ALL OR A PORTION OF ITS CAPACITY AS SPECIFIED IN THE SERVICE AGREEMENT TO ONE OR MORE REPLACEMENT CUSTOMERS, AND WHERE SUCH REPLACEMENT CUSTOMERS MAKE OUT-OF-PATH NOMINATIONS:
- A. CUSTOMER'S RESERVATION CHARGE SHALL BE CALCULATED IN ACCORDANCE WITH SECTION 4 ABOVE USING THE ASSUMPTION THAT THE REPLACEMENT CUSTOMERS' OUT OF PATH NOMINATIONS WERE MADE BY THE CUSTOMER; AND
- B. CUSTOMER SHALL REIMBURSE PIPELINE FOR THE POSITIVE DIFFERENCE, IF ANY, BETWEEN (I) THE COMMODITY CHARGES THAT PIPELINE WOULD HAVE COLLECTED FROM CUSTOMER HAD CUSTOMER SUBMITTED SUCH OUT OF PATH NOMINATIONS AND (II) WHAT PIPELINE COLLECTS IN AGGREGATE FROM SUCH REPLACEMENT CUSTOMERS FOR SUCH REPLACEMENT CUSTOMERS' OUT-OF-PATH NOMINATIONS.
7. PRIMARY POINT CHANGES: DURING THE TERM OF THIS STATEMENT OF NEGOTIATED RATES, CUSTOMER MAY, PURSUANT TO THE PROVISIONS OF PIPELINE'S FERC GAS TARIFF, AMEND ITS PRIMARY POINT(S) OF RECEIPT OR ITS PRIMARY POINT(S) OF DELIVERY (OR THE MDRO OR MDDO ASSOCIATED WITH SUCH POINTS) TO OTHER MAINLINE RECEIPT AND/OR DELIVERY METERS ON PIPELINE'S MAINLINE THAT ARE LOCATED WITHIN THE PRIMARY PATH AND THIS STATEMENT OF NEGOTIATED RATES WILL REMAIN IN FULL FORCE AND EFFECT. IF CUSTOMER AND PIPELINE AGREE TO AMEND THE SERVICE AGREEMENT TO CHANGE CUSTOMER'S PRIMARY POINT(S) OF RECEIPT OR PRIMARY POINT(S) OF DELIVERY SET FORTH IN SECTIONS C(2) AND C(3) ABOVE (OR THE MDROS OR MDDOS ASSOCIATED WITH SUCH POINTS), TO A POINT(S) OUTSIDE OF THE PRIMARY PATH, THEN PIPELINE SHALL HAVE THE OPTION TO CHARGE THE MAXIMUM APPLICABLE RECOURSE RATES FOR RATE SCHEDULE FT-1, AND UPON THE DATE SPECIFIED IN A NOTICE PROVIDED BY PIPELINE TO SHIPPER THAT IT WILL CHARGE THE MAXIMUM APPLICABLE RECOURSE RATE IN ACCORDANCE WITH THIS SECTION C(7), THIS STATEMENT OF NEGOTIATED RATES SHALL BE OF NO FURTHER FORCE OR EFFECT, UNLESS AND UNTIL OTHERWISE MUTUALLY AGREED IN WRITING BETWEEN CUSTOMER AND PIPELINE.
- D. OTHER PROVISIONS:

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1. PROJECT CAPITAL COST ESTIMATE: PIPELINE AND CUSTOMER ACKNOWLEDGE THAT THE CAPITAL COSTS ATTRIBUTABLE TO THE FACILITIES NECESSARY TO BE CONSTRUCTED BY PIPELINE FOR THE PROVISION OF SERVICE ON THE PROJECT (THE $\hat{\iota}$ PROJECT FACILITIES $\hat{\iota}$), WHICH UNDERLIE A PORTION OF THE MONTHLY RESERVATION CHARGE DESCRIBED IN THE RESERVATION RATE SECTION ABOVE, ARE SUBSTANTIALLY THE SAME AS THE ESTIMATED PROJECT CAPITAL COSTS REFLECTED IN THE EXHIBIT K INCLUDED WITH THE CERTIFICATE APPLICATION FILED BY PIPELINE WITH FERC FOR THE PROJECT.

2. RIGHT OF FIRST REFUSAL: PIPELINE AND CUSTOMER AGREE THAT THE SERVICE AGREEMENT IS A $\hat{\iota}$ RIGHT OF FIRST REFUSAL $\hat{\iota}$ (ROFR) AGREEMENT, MEANING PIPELINE SHALL PROVIDE CUSTOMER WITH THE RIGHT TO CONTINUE SERVICE UNDER THE SERVICE AGREEMENT UPON ITS TERMINATION PURSUANT TO THE RIGHT OF FIRST REFUSAL PROCEDURES CONTAINED IN THE NEXUS FERC GAS TARIFF.

Discount Suspense Provision(s):

Contract Point Amendment suspends the negotiated rate. In the event the Customer requests and executes an amendment to change a firm receipt point or a firm delivery point on a firm contract, Customer will lose the negotiated rate effective as of the effective date of the amendment and will be charged the maximum tariff rate for the remaining contract term.

For Negotiated Rate effective from 11/01/2022 to 10/31/2038, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id M1, for Rate Id Desc COM, for from Rec Zone Id M1 to Del Zone Id M1,

The negotiated rate of \$0.0000 ("Tier 1 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2022 through and including October 31, 2038 is equal to or greater than 1 Dekatherms ("Minimum Tier 1 Volume") for service from M1 to M1. The Tier 1 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 1 Volume up to a maximum daily delivered quantity of 30,000 Dekatherms.

The negotiated rate of \$0.0057 ("Tier 2 Negotiated Rate") will apply to service under Contract No. 860002 only if the total daily allocated quantity of delivered natural gas under Contract No. 860002 for the period beginning November 1, 2022 through and including October 31, 2038 is equal to or greater than 30,001 Dekatherms ("Minimum Tier 2 Volume") for service from M1 to M1. The Tier 2 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 2 Volume. The Tier 1 Negotiated Rate will apply to total daily allocated quantities of delivered gas during the specified time period equal to or greater than the Minimum Tier 1 Volume up to a maximum daily delivered quantity of 30,000 Dekatherms. .

Discount Suspense Provision(s):

Contract Point Amendment suspends the negotiated rate. In the event the Customer requests and executes an amendment to change a firm receipt point or a firm delivery point on a firm contract, Customer will lose the negotiated rate effective as of the effective date of the amendment and will be charged the maximum tariff rate for the remaining contract term.

[Contract is subject to the credit provision of the Precedent Agreement between the parties. Click here to access the Special Credit Provision included in this Precedent Agreement.](#)
