

MUTUAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered into as of **December 4, 2025** (“**Effective Date**”) by and between NEXUS GAS TRANSMISSION, LLC, a limited liability company existing under the laws of Delaware (“**Company**”), and THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a constitutional corporation existing under the laws of Michigan (“**Counterparty**”), (each a “**Party**” and collectively, the “**Parties**”).

WHEREAS:

- A. Company, Counterparty, and their respective Affiliates (as defined below), may disclose certain oral or written information that is specific to the business or projects of Company, Counterparty, or their respective Affiliates, and that is non-public, confidential or proprietary in nature to the other Party, the disclosure being for the purpose of discussions regarding a high pressure natural gas pipeline owned by Company and located on real property Counterparty is under contract to purchase and associated confidential details for the Counterparty to evaluate construction conditions on the property (the “**Purpose**”); and
- B. Each Party desires to maintain the confidentiality of such information and to prevent its unauthorized use and disclosure, and wishes to set forth the terms and conditions that apply to the confidential treatment of such information.

NOW THEREFORE, in consideration of the disclosure of the Confidential Information (as defined below) pursuant to the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) “**Affiliate**” means with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date with respect to which the determination of affiliation is being made. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person by virtue of (i) the ownership or direction of voting securities of the other Person, (ii) a written agreement or trust instrument, (iii) being the general partner or controlling the general partner of the other Person, or (iv) being the trustee of the other Person.
- (b) “**Confidential Information**” means, in respect of a Disclosing Party, (a) any and all trade secrets, confidential, private, Personal Information, proprietary or secret information of the Disclosing Party which has been expressly marked or otherwise specifically identified as confidential and proprietary, and (b) any information relating to the Disclosing Party, or any Person with which the Disclosing Party does business; regardless of form and whether or not recorded, so long as such information has been expressly marked or otherwise specifically identified as confidential and proprietary. For greater certainty, the term “Confidential Information” includes, without limitation, the following information: (i) business, economic, financial, operational, marketing or technical information of the Disclosing Party; (ii) information relating to actual or prospective services,

products, activities, know-how, research and development, or commercial relationships of the Disclosing Party; (iii) inventions, improvements, concepts, designs, developments, reports, studies, memoranda, correspondence, manuals, records, plans, computer programs, algorithms, specifications, flow charts, listings, source codes and object codes owned by or licensed to the Disclosing Party, or to which the Disclosing Party may have access; and (iv) information acquired during any facilities tours. Oral statements made by either party to the other shall not be considered confidential unless the party making the statement expressly states before making such statement that it is deemed confidential and confirms so in writing within five (5) days after the disclosure referencing the date and specifically identifying the Confidential Information orally disclosed.

- (c) **“Disclosing Party”** means a Party or any of its Affiliates who makes Confidential Information available to the Receiving Party.
- (d) **“Person”** means any natural person, sole proprietorship, corporation, partnership (general or limited, including master limited), limited liability company, trust, joint venture, joint stock company, unincorporated association, unincorporated syndicate, unincorporated organization, or other entity or association, and, where the context requires, any of the foregoing in its capacity as trustee, executor, administrator, or other legal representative.
- (e) **“Personal Information”** means information about an identifiable individual that is subject to any applicable privacy laws.
- (f) **“Receiving Party”** means the Party who receives the Confidential Information from the Disclosing Party.
- (g) **“Representative”** means any employee, contractor, personnel, officer, director, agent, consultant and advisor of a Party or its Affiliates.

2. **Exclusions.** The obligations of the Receiving Party pursuant to this Agreement shall not extend to Confidential Information of the Disclosing Party (other than information about an identifiable individual) that:

- (a) is in the public domain at the date of disclosure to the Receiving Party or which thereafter enters the public domain other than by any act or failure to act on the part of the Receiving Party or its Representatives;
- (b) is already known to the Receiving Party at the time of disclosure, without a duty of confidence for the safekeeping of such Confidential Information, directly or indirectly, to the Disclosing Party;
- (c) is lawfully acquired by the Receiving Party from a third party that has no obligation of confidentiality with respect to the Confidential Information of the Disclosing Party; or
- (d) is independently developed by the Receiving Party or any of its Representatives without use of or reference to any Confidential Information.

If only a portion of the Confidential Information falls under one of the foregoing exceptions, then only that portion shall not be deemed "Confidential Information." A Party claiming any of the foregoing exclusions shall have the onus of establishing such applicability.

As a public institution, Counterparty, is subject to the Michigan Freedom of Information Act and any disclosure required by that statute will not be a breach of this Agreement.

3. **Restricted Use; Non-disclosure.** The Receiving Party shall use the Confidential Information of the Disclosing Party only for the Purpose. The Receiving Party shall keep the Confidential Information of the Disclosing Party strictly confidential, preserving the confidentiality of such Confidential Information with the same degree of care it uses to preserve the confidentiality of its own proprietary or confidential information, but in no event less than a reasonable degree of care, and shall not disclose, communicate, provide, divulge or make available in any other way the Confidential Information except as expressly provided for in this Agreement.
4. **Exceptions to Non-disclosure.** The prohibitions on disclosure set forth in Section 3 are subject to the following exceptions:
 - (a) the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's Representatives on a need-to-know basis, but only for the Purpose and not for any other purpose whatsoever. As a condition of such disclosure the Receiving Party shall (i) require that every Representative thus receiving the Confidential Information of the Disclosing Party comply with the provisions of this Agreement as though such Representative were the Receiving Party, and (ii) shall take all reasonable measures to restrain such Representatives from use or disclosure of the Confidential Information of the Disclosing Party in breach of this Agreement; and
 - (b) in the event that the Receiving Party or any of its Representatives is required pursuant to any applicable law, governmental rule or regulation, rules or regulations of any Canadian or U.S. securities association or stock exchange, or order issued by a court or a governmental or regulatory body of competent jurisdiction, in each case as advised by its legal counsel in writing (which may be in the form of an e-mail), to disclose any Confidential Information, the Receiving Party shall notify the Disclosing Party as soon as reasonably possible of the relevant circumstances (to the extent legally permitted), whereupon (i) the Disclosing Party may, in its discretion and at its sole cost and expense, seek an appropriate protective order, or waive, in whole or in part, the Receiving Party's or Representative's obligation to comply with the restrictions on non-disclosure set forth in this Agreement, and, (ii) notwithstanding the absence of either a protective order or a waiver hereunder, the Receiving Party or its Representative may disclose without liability hereunder (but with at least five days' prior notice to the Disclosing Party) only that portion of the Confidential Information of the Disclosing Party that, in the opinion of its legal counsel, is legally required to be disclosed, provided, however, that the Receiving Party or its Representative, as applicable, take all practicable measures (through an appropriate protective order or otherwise) to assure that, to the extent possible, confidential treatment be accorded the Confidential Information thus disclosed.

5. **Remedies.** The Receiving Party acknowledges that unauthorized use or disclosure of the Confidential Information of the Disclosing Party may cause irreparable harm and significant injury to the Disclosing Party, for which harm and injury monetary damages may not be a sufficient remedy, and agrees that the Disclosing Party may in its discretion, and in addition to any other rights and remedies it may have at law or in equity, seek specific performance or injunctive relief in order to enforce its rights under this Agreement.
6. **Disclaimer of Representations and Warranties.** The Disclosing Party makes no express or implied representation, warranty, or covenant as to the accuracy or completeness of the Confidential Information. Neither the Disclosing Party nor its Representatives shall have any liability whatsoever to the Receiving Party or its Representatives for any use or disclosure of the Confidential Information by the Receiving Party or its Representatives, nor for any errors therein or omissions therefrom.
7. **Intentionally Deleted.**
8. **Term and Termination.** This Agreement shall have effect for a period beginning on the Effective Date and shall terminate on the second (2nd) anniversary of the date of this Agreement ("**Term**").
9. **Survival.** The provisions of this Agreement that are intended to extend beyond its termination, including the liability, return or destruction of Confidential Information, confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Agreement, will survive termination to the extent necessary to effect the intent of the Parties and enforce such rights and obligations.
10. **Return or Destruction of Confidential Information.** Upon the request of the Disclosing Party the Receiving Party shall use commercially reasonable efforts to return or destroy all Confidential Information then in the possession of the Receiving Party or its Representatives or both, including all notes, memoranda, reports, correspondence, documents or other records of any nature or kind whatsoever that include, reflect, or discuss all or a portion of the Confidential Information, including all copies, reproductions or extracts thereof, whether furnished by the Disclosing Party or prepared by or for the Receiving Party or its Representatives. Upon request of the Disclosing Party, the Receiving Party shall provide written confirmation detailing its efforts to return and/or destroy such Confidential Information. The foregoing obligation to destroy Confidential Information shall not apply to: (i) electronic back-up copies made for archival purposes in the normal course; (ii) copies of Confidential Information required by law to be retained; or (iii) Confidential Information incorporated into board of director or executive management materials prepared by the Receiving Party in connection with the Purpose, provided that, notwithstanding anything to the contrary in this Agreement, any such retained Confidential Information shall, at all times, remain subject to the obligations of confidentiality contained herein.
11. **No Binding Commitment.** The execution of this Agreement does not in any way constitute a binding commitment on the part of either Party to enter into or complete negotiations of any kind, including in connection with the Purpose.

12. **Ownership.** All originals and copies of the Confidential Information, however and whenever produced, shall be and remain the sole property of the Disclosing Party.
13. **No Rights.** Nothing in this Agreement shall be construed as granting to the Receiving Party or its Representatives any licence or right to or under any patent, patent application, copyright, trademark, or other intellectual property of the Disclosing Party, in any country, relating to any Confidential Information that the Disclosing Party may now or hereafter own or hold, whether as owner or licensee.
14. **No Exclusivity or Partnership.** This Agreement does not, nor shall it be construed to, obligate the Parties in any way to deal exclusively one with the other with respect to the Confidential Information or the Purpose. This Agreement does not create, nor shall it be construed to create any partnership, distributorship, agency, employer-employee, joint venture, or similar relationship or entity between the Parties. This Agreement does not grant either Party any authority to act as agent, representative, trustee, or fiduciary of the other Party, or to legally obligate the other Party in any manner whatsoever.
15. **General.**
- (a) Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to its conflict of laws rules or principles. The parties understand and expressly agree that any claims, demands, or actions asserted against the Regents of The University of Michigan, its agents or employees, shall be brought only in the Michigan Court of Claims, as it is the only court of exclusive jurisdiction over claims against The University of Michigan, a Michigan constitutional corporation. Company, its successors and assigns, consent to the jurisdiction of and venue in the U.S. District Court for the Eastern District of Michigan or the Washtenaw County Circuit Court for the State of Michigan with respect to any claims arising under this Agreement. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT. A final judgment on any such dispute, as to which all appeals, if any, have been exhausted, shall be conclusive and may be enforced in other jurisdictions in any manner provided by law.
- (b) No Waiver. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or exercise of any other right, power, or privilege hereunder.
- (c) Entire Agreement; Amendments. This Agreement comprises the full and complete agreement of the Parties with respect to the use and disclosure of the Confidential Information, and supersedes all prior communications, understandings, and agreements, whether written or oral, or express or implied, between them in such regard. No change or modification of this Agreement is valid unless in writing and signed by both Parties.
- (d) Severability. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement.

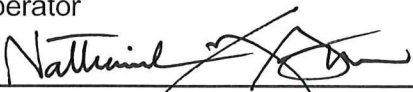
- (e) Assignment. Counterparty shall not assign this Agreement or any or all of its rights or obligations hereunder to any Person at any time without the prior consent of Company in its discretion. Company may assign this Agreement or any or all of Company's rights and obligations hereunder to any Person, including a subsidiary or other Affiliate of Company, without the consent of Counterparty or other restriction.
- (f) Enurement. This Agreement shall be binding upon, enure to the benefit of, and be enforceable by, the Parties and their respective heirs, beneficiaries, executors, administrators, successors and permitted assigns, as applicable.
- (g) Costs and Attorney's Fees. In the event a dispute arises under this Agreement and a lawsuit is filed, the prevailing party in the lawsuit shall be entitled to recover from the non-prevailing party all reasonable costs of bringing or defending the claim, including court costs and attorney's fees.
- (h) Notices. All notices, consents, and requests hereunder must be in writing and served by personal service (including nationally recognized overnight courier), by mail, or by e-mail to the address of the receiving Party set forth beneath its signature below (or such different address as may be designated by such Party in a notice to the other Party, from time to time). Notices, consents, and requests served by personal service shall be deemed served when delivered; provided that a notice sent by hand or nationally recognized overnight courier but received on any day other than a business day or after business hours in the place of receipt, shall be deemed to be received on the next business day in that place. Notices, consents, and requests served by mail must be sent by United States certified or registered mail, return receipt requested, and shall be deemed served 10 business days after mailing. Notices, consents, and requests served by e-mail shall be deemed served on the date of sending, provided no incomplete or bounce-back error transmission is received by the sending Party; and provided that a notice sent by email but received on any day other than a business day or after business hours in the place of receipt, shall be deemed to be received on the next business day in that place.
- (i) Headings. Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement, and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.
- (j) Counterparts and Execution. This Agreement may be executed in any number of counterparts, and all counterparts joined together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission, in which case the Parties may rely on the electronically executed and delivered signature pages as though the signatures thereon were originally-inked signatures. This Agreement may be executed using electronic signatures.

[signatures follow on next page]

IN WITNESS WHEREOF the Parties have executed this Agreement by their authorized signatories as of the Effective Date.

NEXUS GAS TRANSMISSION, LLC

By: Spectra Energy NEXUS Management,
LLC
Its Operator

By: 
Name: Nathan Atanu
Title: Director Offshore Operations

**THE REGENTS OF THE UNIVERSITY OF
MICHIGAN**

By: 
Name: **Robert A. Hewlett III**
Title: **Interim Executive Vice President
and Chief Financial Officer**

Address for notice:
Energy Center Five, 915 N. Eldridge Parkway,
Suite 1100 Houston, TX 77079

Attn: Tyler Kent

email: tyler.kent@enbridge.com

Address for notice:
**Office of the Executive Vice President
and Chief Financial Officer,
1109 Geddes Avenue
Ruthven Building, Suite 2300
Ann Arbor, MI 48109-1079**

Attn: **Interim Executive Vice President
and Chief Financial Officer**
email:

cc: The Executive Vice Present and General
Counsel
1109 Geddes Avenue
Ruthven Building, Suite 2300
Ann Arbor, MI 48109-1079

cc: Enbridge Legal Department
LegalNotices@enbridge.com