STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

ADMINISTRATIVE CONSENT ORDER AND PARTIAL SETTLEMENT AGREEMENT

IN THE MATTER OF ENBRIDGE ENERGY PARTNERS, L.P., and ENBRIDGE ENERGY, LIMITED PARTNERSHIP,

Proceedings under the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.101 *et seq.*
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I. JURISDICTION AND GENERAL PROVISIONS

1.1 This Administrative Consent Order and Partial Settlement Agreement (Consent Order) is entered into voluntarily by and between the Michigan Department of Natural Resources and Environment (DNRE), the Michigan Department of Attorney General, and Enbridge Energy Partners, L.P., and Enbridge Energy, Limited Partnership (collectively, "Enbridge"). This Consent Order is entered by the State pursuant to state and federal law, including but not limited to, the Clean Water Act, 33 U.S.C.A. § 1251 to 1387 (Clean Water Act), the Oil Pollution Act, 33 U.S.C.A. § 2701 to 2762 (Oil Pollution Act), the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 *et seq* (CERCLA) and the Natural Resources and Environmental Protection Act, MCL 324.101 *et seq*, as amended (NREPA).

1.2 This Consent Order constitutes a settlement agreement which has been negotiated in good faith by Enbridge and DNRE. It obligates Enbridge to perform response and restoration activities as described in this Consent Order at and near the location of the release of heavy crude oil from a subsurface pipeline owned and operated by Enbridge in the vicinity of 16000 Division Drive, Marshall, Michigan. Enbridge is currently required to respond to the release of oil as required under the United States Environmental Protection Agency (U.S. EPA) Removal Administrative Order under Section 311(c) of the Clean Water Act (CWA 1321- 5-10-001) issued on July 27, 2010 (U.S. EPA Removal Order) and the U.S. EPA Supplement to Order for Compliance under Section 311(c) of the Clean Water Act, issued on September 23, 2010. This Consent Order does not supersede or replace the U.S. EPA Removal Orders, nor does compliance with this Order constitute compliance with the U.S. EPA Removal Order or the U.S. EPA Supplemental Removal Order. Compliance with the U.S. EPA Orders also does not constitute compliance with this Order.

1.3 The execution of this Consent Order by Enbridge is neither an admission or denial of liability with respect to any issue dealt with in this Consent Order nor an admission or denial of any factual allegations or legal determinations stated or implied herein. Enbridge does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the findings of facts, conclusions of law, and determinations made in this Consent Order. Enbridge agrees to comply with and be bound by the terms of this settlement and consent order and further agrees that it will not contest the basis or validity of this Consent Order or its terms.

1.4 The provisions of this Consent Order shall be severable. If a court of competent jurisdiction declares that any provision of this Consent Order is inconsistent with state or federal law and therefore unenforceable, the remaining provisions of this Consent Order shall remain in full force and effect.

1.5 Modification of this Consent Order must be in writing and will become effective upon approval by designated representatives of the Parties.

II. PARTIES BOUND

2.1 The DNRE is a principal department within the Executive Branch of the State of Michigan, established through Executive Order 2009-45. It is responsible for enforcing compliance with provisions of the NREPA, being 1994 PA 451, as amended, MCL 324.101 *et seq* and the applicable rules.

2.2 Enbridge Energy, Limited Partnership is the owner and operator of the pipeline in Marshall, Michigan from which the release of oil took place on or around July 26, 2010. Enbridge Energy, Limited Partnership is a subsidiary of Enbridge Energy Partners, L.P. This Consent Order applies to Enbridge and its successors and assigns. Any change in ownership or corporate status of Enbridge, including but not limited to a transfer of assets or real or personal property, will not alter the responsibility of Enbridge under the Consent Order.

2.3 Enbridge shall ensure that its contractors, subcontractors, and agents perform all required response and restoration activities in conformance with this Consent Order. Notwithstanding the terms of any contract that Enbridge may enter into with respect to the performance of response or restoration activities pursuant to this Consent Order, Enbridge will be liable for any violation of the Consent Order by its employees, agents, contractors, or subcontractors.

2.4 The signatories to this Consent Order certify that they are authorized to execute this Consent Order and to legally bind the parties they represent.

III.STATEMENT OF PURPOSE

3.1 In entering into this Consent Order, it is the mutual intent of the Parties to settle claims for the work to be performed pursuant to the terms of this Consent Order, and to continue remediation and restoration of the Spill Area through the implementation of approved work plans required under this Consent Order.

3.2 This Consent Order does not, nor is it intended to, determine the liability of Enbridge, except as to Enbridge's obligation to comply with the requirements of the Consent Order itself.

IV. DEFINITIONS

4.1 "DNRE" means the Michigan Department of Natural Resources and Environment, its successor entities, and those authorized persons or entities acting on its behalf.

4.2 "Effective Date" means the date when the Consent Order is signed by the Chief of the DNRE Water Resources Division or the Chief of the DNRE Remediation Division, whichever is later.

4.3 "Enbridge" means Enbridge Energy Partners, L.P. and Enbridge Energy Limited Partnership, (collectively, "Enbridge"), and their successors.

4.4 "Facility" shall have the meaning set forth in Section 20101(1)(o).

4.5 "Hazardous substance" shall have the meaning set forth in MCL 324.20101(1)(t).

4.6 "Consent Order" shall mean this Administrative Consent Order and Partial Settlement Agreement.

4.7 "Part 31" means Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.3101 *et seq*, and the Part 31 Administrative Rules.

4.8 "Part 201" means Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq*, and the Part 201 Administrative Rules.

4.9 "Part 301" means Part 301, Inland Lakes and Streams, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.30101 *et seq* and the Part 301 Administrative Rules.

4.10 "Part 303" means Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.30301 *et seq*, and the Part 303 Administrative Rules.

4.11 "Party" means either Enbridge or the State. "Parties" means Enbridge and the State.

4.12 "Spill Area" means a Facility created by the July 2010 release of oil described in Paragraph 5.1 and also areas, places, or property that have been disturbed, destroyed, or otherwise altered as a result of the oil spill or response activities taken to address the oil spill, including but not limited to habitat, vegetation, surface waters, soils, sediments, groundwater, wetlands, floodplains, and overbank areas.

4.13 "State" or "State of Michigan" means the DNRE, the Michigan Department of Attorney General, and any authorized representatives acting on their behalf.

4.14 "Submissions" means all plans, reports, schedules, and other submissions that Enbridge is required to provide to the State or the DNRE pursuant to this Consent Order.

4.15 "U.S. EPA Removal Orders" shall mean the U.S. EPA Removal Administrative Order under Section 311(c) of the Clean Water Act, Docket No. CWA 1321-5-10-001, issued July 27, 2010 and the U.S. EPA Supplement to Order For Compliance Under Section 311(c) of the Clean Water Act, Docket No. CWA 1321-5-10-001 issued September 23, 2010.

4.16 "Wetland" or "wetlands" shall have the meaning set forth in MCL 324.30301(w) and associated rules.

4.17 Unless otherwise stated herein or defined within a document incorporated into this Order, all other terms used in this Consent Order, which are defined in the NREPA or associated rules, shall have the same meaning in this Consent Order as in the NREPA and associated rules Unless otherwise specified in this Consent Order, "day" means a calendar day.

V. FINDINGS OF FACT AND DETERMINATIONS

The State makes the following Findings of Fact and Determinations:

5.1 On July 26, 2010, Enbridge notified the National Response Center of a spill at or near Enbridge's pump station, located at or near 16000 Division Drive in Marshall, Michigan. The subject pump station is an appurtenance to Line 6B of the Lakehead Pipeline system, which transports various grades of oil throughout the Midwestern United States and Canada. Enbridge reported a discharge of approximately 840,000 gallons of oil, some of which reached the Kalamazoo River by way of Talmadge Creek and adjacent wetlands, tributary to the Kalamazoo River. The Kalamazoo River, Talmadge Creek, and associated groundwater and wetlands are waters of the state of Michigan to which unauthorized discharges of pollutants are prohibited. Enbridge identified the source of the spill as a leak within the 30 inch pipeline.

5.2 Subsequent to Enbridge's notification of the National Response Center and the mobilization of a federal response through the National Contingency Plan, 40 CFR Part 300 (NCP), oil discharged from Enbridge's ruptured pipeline migrated downstream approximately 30 miles before containment was achieved at Morrow Lake.

5.3 On July 27, 2010, the federal On-Scene Coordinator for the incident issued the U.S. EPA Removal Order requiring the completion of certain activities in accordance with federal law and the NCP.

5.4 Enbridge is a "person" as that term is defined in the NREPA. "Person" means an individual, partnership, corporation, association, governmental entity, or other legal entity.

5.5 Enbridge is the owner or operator of the pipeline from which the release of oil took place. Therefore, Enbridge is responsible for an activity causing a release or a threat of a release under the NREPA.

5.6 The release of oil from Enbridge's pipeline created a Facility as defined in Section 20201(1)(o) of the NREPA.

5.7 Areas, places, and property that have been impacted by the oil spill or response activities addressing the oil spill, including but not limited to habitat, vegetation, soils, surface waters, sediments, groundwater, wetlands, floodplains, and overbank areas, are part of the "Spill Area" as defined in this Consent Order.

5.8 The oil released into Talmadge Creek, the Kalamazoo River, and surrounding habitat, vegetation, soils, surface waters, sediments, groundwater, wetlands, floodplains, and overbank areas is a "hazardous substance" as that term is defined in Section 20101(1)(t) of the NREPA.

5.9 The release of hazardous substances at or from Enbridge's pipeline may pose an imminent and substantial endangerment to the public health, safety, or welfare, or the environment.

5.10 In order to protect the public health, safety, and welfare, and the environment, and to abate the danger or threat caused by the release or threat of release of hazardous substances into the environment, it is necessary and appropriate that response and restoration activities provided in the Consent Order be performed by Enbridge.

On the basis of these Findings of Fact and Determinations, the State has determined that entry of this Consent Order will expedite the performance of response and restoration activities and that this partial settlement and the entry of this Consent Order is in the public interest.

VI. COMPLIANCE WITH STATE AND FEDERAL LAWS

6.1 All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable state and federal laws, rules, and regulations.

6.2 This Consent Order does not relieve Enbridge's obligation to obtain and maintain compliance with applicable permits, including, but not limited to, permits, licenses, and other approvals as required by law

6.3 Where restoration activities prior to the Effective Date of this Consent Order have resulted in the placement or continued placement of a structure within any regulated resources of the state, Enbridge shall obtain all necessary permits for the permanent placement of said structures.

VII. WORK TO BE PERFORMED

Based upon the foregoing Findings of Fact and Determinations, it is hereby Ordered and Agreed that Enbridge shall comply with all provisions of this Consent Order as set forth below.

7.1 Initial Work Plan Submittal

Within 10 days of the Effective Date of this Consent Order, Enbridge shall submit the following work plans to the DNRE for review, and approval where noted:

(a) Health and Safety Plan

(b) Sampling and Analysis Plan (DNRE approval required)

(c) Quality Assurance Program Plan (DNRE approval required)

Once accepted and/or approved by the DNRE as set forth in Paragraph 7.8 below, each final plan shall become an enforceable component of this Consent Order.

7.2 Conceptual Site Model

Not later than November 30, 2010, Enbridge shall submit to the DNRE for review and approval a preliminary Conceptual Site Model that will be used to support decision making processes for Enbridge's continued evaluation, characterization, remediation, and restoration of the Spill Area as Enbridge works to achieve long-term compliance with the NREPA and other applicable laws. The Conceptual Site Model shall at a minimum:

(a) describe the nature and extent of contamination and resource impacts from released oil and response activities;

(b) describe contaminant fate and transport, potential receptors, all human and environmental exposure pathways, uncertainties, and restoration and risk reduction strategies based on the information available; and

(c) include a schedule for regular submittals of updates to the Conceptual Site Model to the DNRE for its review and approval, which shall incorporate new information made available through the implementation of response activities and any DNRE directives related to the Conceptual Site Model.

7.3 Schedule of Work

Enbridge shall, within thirty (30) days of DNRE's approval of the Conceptual Site Model required in Paragraph 7.2, submit a Schedule of Work to be conducted based on the Conceptual Site Model. The Schedule of Work shall include a schedule for:

(a) Integration of approved work plans required by Paragraph 7.1, as applicable;

(b) Development and implementation of work plans related to the Conceptual Site Model required by Paragraph 7.2;

(c) Implementation of the Required Interim Response Activities (Paragraph 7.4);

(d) Implementation of the Required Actions to Address Impacts (Paragraph 7.5); and

(e) Implementation of Restoration Actions (Paragraph 7.6).

The Schedule of Work shall be updated on a quarterly basis to include activities required to be performed by Enbridge in work plans approved by DNRE after entry of this Consent Order. Changes to the Schedule of Work shall also be referenced in Monthly Progress Reports.

7.4 Required Interim Response Activities

Enbridge shall, consistent with the Conceptual Site Model, conduct an ongoing analysis of the need for interim response activities to address threats posed by the presence of oil and oil-saturated media, or other conditions for which interim response is appropriate, and implement response activities to address those conditions in compliance with NREPA.

7.5 Required Actions to Address Impacts

Enbridge shall, consistent with the Conceptual Site Model:

(a) Define the nature and extent of contamination;

(b) Evaluate all exposure pathways;

(c) Evaluate the ecological and aesthetic impacts from the spill and the initial response activities;

(d) Identify and implement additional response activities necessary to achieve compliance with applicable state criteria in accordance with a schedule approved by the DNRE and incorporated into the Schedule of Work set forth in paragraph 7.3; and

(e) Address impacts of the oil spill and response and restoration activities on all media, including but not limited to soil, surface water, wetlands and floodplains, groundwater, sediment, fish, benthic invertebrates, and wildlife.

7.6 Required Restoration

Enbridge shall, consistent with the Conceptual Site Model;

(a) Evaluate final restoration actions for the Spill Area, including but not limited to stream bank, floodplain, and wetland restoration and erosion control.

(b) Implement final restoration actions.

7.7 Monitoring

Enbridge shall, consistent with the Conceptual Site Model:

(a) Evaluate the short- and long-term impact of the oil spill, response activities, and restoration activities on all affected natural resources and environmental media to determine progress toward compliance with NREPA and other applicable law.

7.8 Review of Work Plan Submittals

DNRE shall, for all work plans required under this Consent Order: (a) approve the work plans; (b) approve the work plans with modifications; or (c) disapprove the work plans and notify Enbridge of the deficiencies in the work plans. Once approved or approved with modifications, Enbridge's work plans become an enforceable part of this Consent Order, subject to the outcome of any dispute resolution proceeding (Paragraph 8.2) invoked by Enbridge within seven (7) days of receipt of a DNRE decision on the acceptability of the subject work plan.

Enbridge shall provide each DNRE Project Coordinator listed in Paragraph 7.10 with a copy of each approved work plan on CD or DVD within seven (7) days of receiving approval of the work plan from DNRE.

7.9 Reporting Requirements

Enbridge shall submit a written progress report to the DNRE on the 27th day of each month covering actions undertaken pursuant to this Consent Order during the preceding month, unless otherwise directed in writing by either of the DNRE personnel identified in Paragraph 7.10. Progress reports must describe all significant developments during the preceding month, including work performed and any problems encountered, analytical data received during the

reporting period, and developments anticipated during the next reporting period, including a schedule for work to be performed, anticipated problems, and planned resolution of past or anticipated problems.

7.10 Project Coordinators

Each party shall designate one or more Project Coordinators. All communications between the parties shall be directed to the Project Coordinators at the addresses listed below. If any party changes its designated Project Coordinators, the name, address, and telephone number of the successor shall be provided to the other party, in writing, as soon as practicable.

(a) As to DNRE:

Michael Alexander

Project Coordinator
DNRE
Water Resources Division
Surface Water Assessment Section
525 W. Allegan Street
P.O. Box 30458
Lansing, MI 48909-7958
517-335-4189 (office)
517-281-3110 (mobile)
AlexanderM2@michigan.gov

Mark DuCharme

Project Coordinator
DNRE
Remediation Division
Kalamazoo District Office
7953 Adobe Road,
Kalamazoo, MI. 49009
DuCharmeM@michigan.gov
517-567-3529

(b) As to Enbridge:

Robert Steede

Manager Environmental Operations
119 N. 25th Street East
Superior, WI 54880-5247
Robert.Steede@Enbridge.com

John Sobojinski

Project Director
1601 Pratt Avenue
Marshall, Michigan 49068-9546
John.Sobojinski@Enbridge.com

With copies to:

Chris Kaitson

General Counsel
1100 Louisiana, Suite 3300
Houston, Texas 77002
Chris.Kaitson@Enbridge.com

The Project Coordinators have the primary responsibility for overseeing the performance of response activities pursuant to this Consent Order for the DNRE and Enbridge.

7.11 Form of Submittals

Except as specifically provided in this Consent Order, all notices and submittals to DNRE shall be in electronic format to the Project Coordinators on or before the due date provided in this Consent Order, with an additional two (2) hard (paper) copies sent via first class mail, overnight delivery, or hand delivery to each Project Coordinator at the addresses above within two (2) days of the date the electronic copy is transmitted. Correspondence from DNRE Project Coordinators to the Enbridge Project Coordinators shall be in electronic format or in hard copy, at the discretion of DNRE, sent via e-mail and either first class mail or hand delivery. All approvals, disapprovals and requests for additional response activities by DNRE under this Consent Order shall be in writing and signed by a Project Coordinator or his/her designee, with copies to the other Project Coordinators.

Notices relating to dispute resolutions shall be given as provided as set forth in Paragraph 8.2. with copies to the Project Coordinators.

7.12 Access to Property and Information

Subject to the provisions of paragraph 7.13, Enbridge shall provide access to DNRE and its representatives to the extent that it owns or has obtained access to the Spill Area, to (i) off-site areas where access is necessary to implement this Consent Order, and (ii) to all documents related to conditions at the Spill Area and work conducted under the Consent Order. Enbridge shall provide this access to DNRE and its authorized employees, agents, representatives, contractors, and consultants to fulfill any responsibility under state or federal laws with respect to the Spill Area, including, but not limited to: conducting, observing, or monitoring response activities or any other activities taking place pursuant to this Consent Order at the Spill Area; and generally assuring the protection of public health, safety, and welfare, and the environment.

7.13 Enbridge will use its best efforts to secure access for Enbridge and its representatives for response and restoration activities required by this Consent Order. For purposes of this Paragraph, best efforts may include filing a petition in the circuit court of the county where the property to which access is sought is located and complying with such relief as the court may order pursuant to Section 20135a(1) of Part 201.

VIII. FORCE MAJEURE, DISPUTE RESOLUTION AND STIPULATED PENALTIES

8.1 Enbridge shall comply with the requirements of this Consent Order unless performance is prevented or delayed by events that constitute an event of "Force Majeure" which is defined as any event or events arising from a cause or causes beyond the control of and without the fault of Enbridge, or its agents, employees or contractors, that delays or prevents the performance of any obligation under this Consent Order despite Enbridge's best efforts to fulfill the obligation. Enbridge shall give verbal notice within 72 hours of a Force Majeure event to the DNRE Project Coordinators, followed by written notice to the Project Coordinators listed in Section VII within ten (10) days.

8.2 In the event of a dispute arising under this Consent Order, the Parties shall initially attempt to resolve the dispute through good faith discussions among designated Party representatives. If agreement cannot be reached after good faith discussions, written notice shall be given to the DNRE Deputy Director of Environmental Protection and the Parties will enter into an Alternative Dispute Resolution (ADR) process to be mutually agreed upon by the Parties. If no agreement is reached through ADR, notice shall be provided by Enbridge to the

DNRE Deputy Director of Environmental Protection prior to Enbridge initiating any legal proceedings involving the dispute under this Consent Order. In the absence of agreement between the Parties regarding the ADR process, the State may proceed under the provisions of Section XI of this Consent Order.

8.3 Upon demand by DNRE, Enbridge shall be liable for stipulated penalties in the amounts set forth below for failure to comply with the requirements of this Consent Order, unless excused under the terms of this Consent Order, through Dispute Resolution (Paragraph 8.2) or by *Force Majeure* (Paragraph 8.1). "Failure to comply" by Enbridge shall include failure to submit or implement work plans as required by this Consent Order.

8.4 The following stipulated penalties shall accrue per violation per day for any unexcused violation of Paragraphs 7.1 - 7.7 of this Consent Order:

Penalty Per Violation Per Day	Period of Noncompliance
$ 500	1st through 14th day
$1000	15th through 30th day
$1500	31st day and beyond

8.5 Except as provided in Paragraphs 8.1-8.4, if Enbridge fails or refuses to comply with any other term or condition of this Consent Order, Enbridge shall pay upon demand of the DNRE stipulated penalties of $200 a day for each and every failure or refusal to comply.

8.6 Within thirty (30) days after Enbridge's receipt of a written demand for stipulated penalties from the State, Enbridge shall pay the State stipulated penalties for the non-disputed amounts owned to the State. Payment shall be made in the manner set forth in the written demand. Interest, at the rate provided for in Section 20126a(3) of the NREPA, shall begin to accrue on the non-disputed unpaid balance at the end of the thirty (30)-day period on the day after payment was due until the date upon which Enbridge makes full payment of those stipulated penalties and the accrued interest to the DNRE. Failure to pay the non-disputed stipulated penalties within thirty (30) days after receipt of a written demand constitutes a further violation of the terms and conditions of this Consent Order.

8.7 The payment of stipulated penalties shall not alter in any way Enbridge's obligation to perform the requirements of this Consent Order. If Enbridge fails to pay stipulated penalties when due, the State may institute proceedings to collect the penalties and interest. The

assessment of stipulated penalties is not the State's exclusive remedy if Enbridge violates this Consent Order. For any failure or refusal of Enbridge to comply with the requirements of this Consent Order, the State also reserves the right to pursue any other remedies to which it is entitled under this Consent Order or any applicable law.

8.8 Stipulated penalties as required by this Section of the Consent Order do not apply to the requirements contained in those work plans referenced or incorporated into this Consent Order that were requested and approved solely by U.S. EPA, nor to any failure to comply with those requirements.

8.9 The State may waive, in its unreviewable discretion, any portion of stipulated penalties and interest that has accrued pursuant to this Consent Order.

IX. INDEMNIFICATION

9.1 The State of Michigan does not assume any liability by entering into this Consent Order. This Consent Order shall not be construed to be an indemnity by the State for the benefit of Enbridge or any other person.

X. COVENANT NOT TO SUE AND PARTIAL SETTLEMENT OF LIABILITY

10.1 In consideration of Enbridge's performance of the actions required under this Consent Order, the State covenants not to sue Enbridge under NREPA, CERCLA, the Clean Water Act, or the Oil Pollution Act with respect to the response activities performed in compliance with Section VII; provided, however, that the State does not release Enbridge from any other liabilities or obligations that Enbridge may have pursuant to the NREPA, CERCLA, the Clean Water Act, the Oil Pollution Act, or any other state or federal criminal or civil authority, including other provisions of this Consent Order, nor does the State waive any of its rights or remedies pursuant thereto. In particular, the covenant not to sue does not apply to response activities for all hazardous substances associated with the release or threats of releases from the Spill Area, but instead is limited to response activities actually performed pursuant to and in compliance with Section VII of this Consent Order. This covenant is conditioned upon Enbridge's satisfactory performance of its obligations under this Consent Order. The DNRE shall determine in its discretion whether performance of the obligations under this Consent Order is satisfactory.

10.2 It is the intent of the Parties that this Consent Order: (a) constitutes an administrative settlement within the meaning of Part 201 and Section 113(f)(3)(B) of CERCLA, 42 U.S.C., § 9613(f)(3)(B), which is authorized by Part 201 and CERCLA including, without limitation, Section 12(a) of CERCLA, 42 U.S.C. § 9622(a); and (b) is intended to resolve the liability of Enbridge to the State of Michigan for the response activities performed in compliance with Section VII and Section X of this Consent Order. Any rights that Enbridge may have to obtain contribution or otherwise recover costs or damages from persons not party to this Consent Order are preserved, including, without limitation, the right to seek contribution from any person who is not party to this administrative settlement under Section 113(f)(3)(B) of CERCLA, § 9613(f)(3)(B), or under Part 201, based on this administrative settlement.

XI. RESERVATION OF RIGHTS

11.1 Except as provided in Paragraph 10.1, the State reserves all rights to take any action or make any claim authorized by state or federal law or common law, including but not limited to the NREPA, the Clean Water Act, and the Oil Pollution Act. The State further expressly reserves, and this Consent Order is without prejudice to, all rights to take administrative action or to file a new action against Enbridge with respect to the following:

(a) The performance of response activities that are required to comply with Part 201 and to achieve and maintain the requirements of Section VII (Work to be Performed) should Enbridge fail to perform any response and restoration activities required by this Consent Order to the satisfaction of the DNRE.

(b) Response activity costs that Enbridge has not paid.

(c) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances that occur outside the Spill Area and that are not attributable to the Spill Area.

(d) The past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the Spill Area.

(e) Damages for injury to, destruction of, or loss of natural resources, and the costs for any natural resource damage assessment.

(f) Criminal acts.

(g) The release or threatened release of hazardous substances that occur during or after the performance of response activities required by this Consent Order or any other violations of state or federal law for which Enbridge has not received a covenant not to sue.

11.2 Nothing in this Consent Order shall prevent the State from seeking legal or equitable relief to enforce the terms of the Consent Order or from taking any other legal or equitable action as it deems appropriate and necessary, or to require Enbridge in the future to perform activities required under this Consent Order or additional activities pursuant to the NREPA or other applicable law.

11.3 Enbridge shall promptly notify DNRE of any response activities undertaken after the effective date of this Consent Order to address the spill described in Paragraph 5.1 that are not specifically described in this Consent Order.

11.4 Either Party may request a conference regarding the terms and requirements of this Consent Order and the responding Party shall not delay the occurrence of the requested conference.

11.5 Failure by the DNRE to enforce any term, condition, or requirement of this Consent Order in a timely manner shall not:

(a) Provide or be construed to provide a defense for Enbridge's noncompliance with any such term, condition, or requirement of this Consent Order.

(b) Estop or limit the authority of the DNRE to enforce any such term, condition, or requirement of the Consent Order, or to seek any other remedy provided by law.

11.6 This Consent Order does not constitute, a warranty or representation of any kind by the DNRE that the work performed by Enbridge in accordance with the DNRE-approved work plans required by this Consent Order will assure protection of public health, safety, or welfare, or the environment.

XII. TERMINATION

12.1 This Consent Order shall terminate when DNRE determines that Enbridge has satisfied all of the requirements of this Consent Order or by mutual agreement of the Parties.

XIII. EFFECTIVE DATE

The Effective Date of this Consent Order shall be the date when the document is signed by the Chief of the DNRE Water Resources Division and the Chief of the DNRE Remediation Division.

XIV. SIGNATURES

ENBRIDGE ENERGY PARTNERS, L.P., and ENBRIDGE ENERGY, LIMITED PARTNERSHIP

Byron Neiles

Byron Neiles, Enbridge Incident Commander

NOV 1, 2010

Date

DNRE REMEDIATION DIVISION

Lynelle Marolf, Chief

11/01/10

Date

DNRE WATER RESOURCES DIVISION

William Creal, Chief

11-1-10

Date

MICHIGAN DEPARTMENT OF ATTORNEY GENERAL

Polly A. Synk, Assistant Attorney General

11-1-2010

Date