
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): July 1, 2021 (June 25, 2021)



Commission File Number: 1-40392

DT Midstream, Inc.

Delaware

(State or other jurisdiction of
incorporation or organization)

38-2663964

(I.R.S. Employer
Identification No.)

Registrant's address of principal executive offices: One Energy Plaza, Detroit, Michigan 48226-1279
Registrant's telephone number, including area code: (313) 402-8532

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Exchange on which Registered
Common stock, par value \$0.01	DTM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 under the Securities Act (17 CFR 230.405) or Rule 12b-2 under Exchange Act (17 CFR 240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On July 1, 2021 (the “Distribution Date”), DTE Energy Company (“DTE Energy”) completed the previously announced complete legal and structural separation and distribution to its shareholders of all of the outstanding shares of DT Midstream, Inc. (“DT Midstream” and, together with its consolidated subsidiaries, “we,” “us,” “our” or the “Company”) (the “Spin-Off”). The distribution was made in the amount of one share of the Company’s common stock for every two shares of DTE Energy common stock (the “Distribution”) owned by DTE Energy’s shareholders as of 5:00 p.m. Eastern Time on June 18, 2021, the record date of the Distribution.

On June 25, 2021, in connection with the Spin-Off, the Company entered into several agreements with DTE Energy that set forth the principal actions taken or to be taken in connection with the Spin-Off and that govern the relationship of the parties following the Spin-Off, including the following:

- a Separation and Distribution Agreement;
- a Transition Services Agreement;
- a Tax Matters Agreement; and
- an Employee Matters Agreement.

Summaries of the material terms and conditions of each of the foregoing agreements can be found in the section entitled “Certain Relationships and Related Party Transactions” of the Company’s information statement, dated June 4, 2021 (the “Information Statement”), which was included as Exhibit 99.1 to our Current Report on Form 8-K filed on June 4, 2021 and which summaries are incorporated herein by reference. The summaries of the Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement and Employee Matters Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement and Employee Matters Agreement, which are attached as Exhibits 2.1, 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth under Item 5.03 below is incorporated into this Item 3.03 by reference.

Item 5.01. Changes in Control of Registrant.

Immediately prior to the Distribution, we were a wholly owned subsidiary of DTE Energy. On the Distribution Date, DTE Energy distributed all of the 96,732,466 shares of DT Midstream common stock held by DTE Energy in the Distribution. As a result of the Distribution, which was effective at 12:01 a.m. Eastern Time on the Distribution Date, we became an independent, publicly traded company, and DTE Energy retained no ownership interest in the Company. The Spin-Off was made without the payment of any consideration or the exchange of any shares by DTE Energy’s shareholders. The information set forth under Item 1.01 above is incorporated into this Item 5.01 by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As previously reported in the Information Statement, on or prior to July 1, 2021, the persons set forth in the table below assumed their positions as directors on the Company’s Board of Directors (the “Board”). In connection with the Spin-Off and effective as of the Distribution Date, the size of our Board increased from two to seven members and each of Robert Skaggs, Jr., Stephen Baker, Wright Lassiter III, Elaine Pickle and Peter Tumminello were appointed to fill the vacancies created by the increase in the size of the Board. David Slater and Dwayne Wilson remain on our Board and will each continue to serve as director of the Company. Also on or prior to July 1, 2021, Stephen Baker, Elaine Pickle (Chair) and Dwayne Wilson assumed positions as members of the Audit Committee; Wright Lassiter III (Chair), Elaine Pickle and Dwayne Wilson assumed positions as members of the Corporate Governance Committee; Stephen Baker, Wright Lassiter III and Peter Tumminello (Chair) assumed positions as members of the Environmental, Social and Governance Committee; Stephen Baker (Chair), Elaine Pickle and Peter Tumminello assumed positions as members of the Finance Committee; and Wright Lassiter III, Peter Tumminello and Dwayne Wilson (Chair) assumed positions as members of the Organization and

Compensation Committee. Robert Skaggs, Jr. will serve as Executive Chairman of the Board. Each director will hold office until the annual meeting of the shareholders of the Company at which the term of such director's class ends and until his or her successor shall have been duly elected and qualified or as otherwise provided by the Bylaws (as defined below).

Name	Age	Committee Appointment
Robert Skaggs, Jr.	67	N/A
David Slater	55	N/A
Stephen Baker	57	Audit Committee, Environmental, Social and Governance Committee and Finance Committee
Wright Lassiter III	58	Corporate Governance Committee, Environmental, Social and Governance Committee and Organization and Compensation Committee
Elaine Pickle	56	Audit Committee, Corporate Governance Committee and Finance Committee
Peter Tumminello	59	Environmental, Social and Governance Committee, Finance Committee and Organization and Compensation Committee
Dwayne Wilson	63	Audit Committee, Corporate Governance Committee and Organization and Compensation Committee

On June 25, 2021, the Board assigned, effective as of the Distribution Date, Robert Skaggs, Jr. and David Slater as Class I directors, whose terms expire at the 2022 annual meeting of shareholders; Peter Tumminello and Dwayne Wilson as Class II directors, whose terms expire at the 2023 annual meeting of shareholders; and Stephen Baker, Wright Lassiter III and Elaine Pickle as Class III directors, whose terms expire at the 2024 annual meeting of shareholders.

On July 1, 2021, the persons set forth in the table below were appointed to the offices of the Company set forth beside each person's name:

Name	Age	Position(s)
Robert Skaggs, Jr.	67	Executive Chairman
David Slater	55	President and Chief Executive Officer
Wendy Ellis	56	Executive Vice President, General Counsel and Corporate Secretary
Jeffrey Jewell	54	Executive Vice President, Chief Financial Officer and Chief Accounting Officer
Richard Redmond	64	Executive Vice President and Chief Administrative Officer
Christopher Zona	49	Executive Vice President and Chief Operating Officer

Information regarding the background of each director and executive officer of the Company, compensation information for each of the directors appointed to the Board and compensation information for the Company's named executive officers can be found in the sections entitled "Management", "Management—Director Compensation" and "Executive Compensation", respectively, of the Information Statement, which are incorporated herein by reference.

On July 1, 2021, the Company entered into Change-In-Control Severance Agreements with certain of its executive officers, including David Slater, President and Chief Executive Officer, and Jeffrey Jewell, Executive Vice President, Chief Financial Officer and Chief Accounting Officer. A form of this Change-In-Control Severance Agreement is attached as Exhibit 10.4 to this Current Report on Form 8-K (the "Change-In-Control Agreement"). Each of these Change-In-Control Agreements is effective as of July 1, 2021. The description set forth below is qualified in its entirety by reference to the form of the Change-In-Control Agreement attached hereto. The Change-In-Control Agreements are intended to provide security to our senior executives and key employees to enable them to discharge their duties during the consideration and consummation of a Change-in-Control in order to preserve the value of the Company for its shareholders.

For purposes of the Change-In-Control Agreements, a Change-in-Control occurs if (i) our assets are acquired by another company or if we merge, consolidate, or reorganize with another company and less than 50% of the new or acquiring company's combined voting stock is held by holders of the voting stock of the Company immediately prior to the change-in-control transaction, (ii) the Company's shareholders approve a complete liquidation or dissolution of the Company, (iii) a "person" becomes the beneficial owner of at least 30% of the Company's voting stock or (iv) a majority of the Company's Board members change within any consecutive twelve-month period.

The Change-In-Control Agreements provide for severance compensation in the event that the Executive's (as defined in the Change-In-Control Agreements) employment is terminated without Cause (as defined in the Change-In-Control Agreements) or the Executive resigns for Good Reason (as defined in the Change-In-Control Agreements) within two years after a Change-in-Control of the Company. The severance compensation provided to an Executive following a qualifying termination is the same for all of the Change-in-Control events. The cash severance benefit is the sum of (i) a multiple of the Executive's base salary plus annual bonus, assuming target performance goals for such year would be met, plus (ii) a lump sum payment of the Executive's pro-rated annual bonus (reduced by any pro-rated annual bonus otherwise paid because of the Executive's termination). The multiple for David Slater is 200%, and the multiple for Jeffrey Jewell is 200% if termination occurs within thirty-six months immediately following July 1, 2021 and 150% thereafter. An additional amount is paid as consideration for the prohibition against engaging in any competitive activity for one year after termination that is imposed by the Change-In-Control Agreements. The additional amount for David Slater is 100% of his base salary plus annual bonus. The additional amount for Jeffrey Jewell is 50% of his base salary plus annual bonus.

On July 1, 2021, the Company also entered into Severance Agreements with certain of its executive officers, including David Slater and Jeffrey Jewell. A form of this Severance Agreement is attached as Exhibit 10.5 to this Current Report on Form 8-K (the "Severance Agreement"). Each of the Severance Agreements is effective as of July 1, 2021. The description set forth below is qualified in its entirety by reference to the form of the Severance Agreement attached hereto.

The Severance Agreements provide for severance compensation in the event that the Executive's (as defined in the Severance Agreements) employment is terminated without Cause (as defined in the Severance Agreements) or the Executive resigns for Good Reason (as defined in the Severance Agreements). The cash severance benefit is a lump sum payment equal to a multiple of the sum of (i) the Executive's base salary at the time of termination plus (ii) the Executive's target annual bonus. The multiple for David Slater is 200%, and the multiple for Jeffrey Jewell is 100%. If the Executive receives

severance compensation under a Change-in-Control Agreement, the Executive will not be entitled to severance compensation under the Severance Agreement.

Effective July 1, 2021, the Company also adopted an Annual Incentive Plan (the “DT Midstream AIP”). The DT Midstream AIP provides for annual incentives to eligible employees to contribute to the success of the Company by achieving pre-established financial and strategic goals for the Company and individual performance goals for the employee. Individual awards, if any, are to be determined by the Organization & Compensation Committee, or its delegate, based on applicable weights and payout metrics for each performance measure established by the Organization & Compensation Committee. The descriptions of the DT Midstream AIP contained herein do not purport to be complete and are qualified in their entirety by reference to the full text of the DT Midstream AIP, which is attached as Exhibit 10.6 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Distribution, on June 25, 2021, the Company filed an Amended and Restated Certificate of Incorporation (“Charter”) with the Secretary of State of the State of Delaware, which became effective as of 12:01 a.m. Eastern Time on July 1, 2021. The Amended and Restated Bylaws of the Company (the “Bylaws”) also became effective as of 12:01 a.m. Eastern Time on July 1, 2021. On June 25, 2021, the Charter and Bylaws were approved by our Board, and the Charter was approved by DTE Enterprises, Inc., a wholly owned subsidiary of DTE Energy, in its capacity as sole stockholder of the Company as of such date.

A summary of the material provisions of the Charter and Bylaws can be found in the section entitled “Description of Our Capital Stock” of the Information Statement, which is incorporated herein by reference. The descriptions contained therein and herein do not purport to be complete and are qualified in their entirety by reference to the full text of the Charter and Bylaws, which are attached as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On July 1, 2021, the Company issued a press release announcing the completion of the Spin-Off and the beginning of “regular-way” trading of the Company’s common stock on the New York Stock Exchange. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In its press release, the Company discusses 2021 operating earnings guidance. It is likely that certain items that impact the Company’s 2021 reported results will be excluded from operating results. Reconciliations to the comparable 2021 reported earnings guidance are not provided because it is not possible to provide a reliable forecast of specific line items (i.e., future non-recurring items, certain mark-to-market adjustments and discontinued operations). These items may fluctuate significantly from period to period and may have a significant impact on reported earnings.

The Company also discusses Adjusted EBITDA in its press release. The reconciliation of net income to Adjusted EBITDA as projected for full-year 2021 is not provided. We do not forecast net income as we cannot, without unreasonable efforts, estimate or predict with certainty the components of net income. These components, net of tax, may include, but are not limited to, impairments of assets and other charges, divesture costs, acquisition costs, or changes in accounting principles. All of these components could significantly impact such financial measures. At this time, we are not able to estimate the aggregate impact, if any, of these items on future period reported earnings. Accordingly, the Company is not able to provide a corresponding GAAP equivalent for Adjusted EBITDA.

In accordance with General Instruction B.2 of Form 8-K, the information contained in this Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth in such a filing.

Item 9.01. Financial Statements and Exhibits.

Exhibit	Description
2.1	Separation and Distribution Agreement, dated June 25, 2021, between DTE Energy Company and DT Midstream, Inc.
3.1	Amended and Restated Certificate of Incorporation of DT Midstream, Inc., effective July 1, 2021
3.2	Amended and Restated Bylaws of DT Midstream, Inc., effective July 1, 2021
10.1	Transition Services Agreement, dated June 25, 2021, between DTE Energy Company and DT Midstream, Inc.
10.2	Tax Matters Agreement, dated June 25, 2021, between DTE Energy Company and DT Midstream, Inc.
10.3	Employee Matters Agreement, dated June 25, 2021, between DTE Energy Company and DT Midstream, Inc.
10.4	Form of Change-In-Control Agreement
10.5	Form of Severance Agreement
10.6	DT Midstream, Inc. Annual Incentive Plan
99.1	Press Release of DT Midstream, Inc., dated July 1, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 1, 2021

DT MIDSTREAM, INC.

by

/s/ Jeffrey Jewell

Name: Jeffrey Jewell

Title: Chief Financial Officer

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

DTE ENERGY COMPANY

and

DT MIDSTREAM, INC.

Dated as of June 25, 2021

TABLE OF CONTENTS

	<u>Page</u>
	ARTICLE I
SECTION 1.01.	Definitions
	1
	ARTICLE II
	The Separation
SECTION 2.01.	Transfer of Assets and Assumption of Liabilities
SECTION 2.02.	Certain Matters Governed Exclusively by Ancillary Agreements
SECTION 2.03.	Termination of Agreements; Settlement of Intercompany Accounts; Bank Accounts
SECTION 2.04.	Shared Contracts
SECTION 2.05.	Disclaimer of Representations and Warranties
	21
	ARTICLE III
	Credit Support
SECTION 3.01.	Replacement of DTE Energy Credit Support
SECTION 3.02.	Replacement of DT Midstream Credit Support
SECTION 3.03.	Written Notice of Credit Support Instruments
	24
	23
	24
	ARTICLE IV
	Actions Pending the Distribution
SECTION 4.01.	Actions Prior to the Distribution
SECTION 4.02.	Conditions Precedent to Consummation of the Distribution
	25
	ARTICLE V
	The Distribution
SECTION 5.01.	The Distribution
SECTION 5.02.	Fractional Shares
SECTION 5.03.	Sole Discretion of DTE Energy
	26
	27
	27

ARTICLE VI
Mutual Releases; Indemnification; Litigation

SECTION 6.01.	Release of Pre-Distribution Claims	28
SECTION 6.02.	Indemnification by DT Midstream	31
SECTION 6.03.	Indemnification by DTE Energy	31
SECTION 6.04.	Indemnification Obligations Net of Insurance Proceeds and Third-Party Proceeds	32
SECTION 6.05.	Procedures for Indemnification of Third-Party Claims	32
SECTION 6.06.	Additional Matters	34
SECTION 6.07.	Right to Contribution	35
SECTION 6.08.	Remedies Cumulative	35
SECTION 6.09.	Survival of Indemnities	35
SECTION 6.10.	Limitation on Liability	35
SECTION 6.11.	Covenant Not to Sue	36
SECTION 6.12.	Management of Actions	36
SECTION 6.13.	Settlement of Actions	37

ARTICLE VII
Access to Information; Privilege; Confidentiality

SECTION 7.01.	Agreement for Exchange of Information; Archives	37
SECTION 7.02.	Ownership of Information	39
SECTION 7.03.	Compensation for Providing Information	39
SECTION 7.04.	Record Retention	39
SECTION 7.05.	Accounting Information	39
SECTION 7.06.	Limitations of Liability	41
SECTION 7.07.	Production of Witnesses; Records; Cooperation	41
SECTION 7.08.	Privileged Matters	42
SECTION 7.09.	Confidential Information	44
SECTION 7.10.	Conflicts Waiver	45

ARTICLE VIII
Insurance

SECTION 8.01.	Maintenance of Insurance	45
SECTION 8.02.	Claims Under DTE Energy Insurance Policies	46
SECTION 8.03.	Insurance Proceeds	47
SECTION 8.04.	Claims Not Reimbursed	47
SECTION 8.05.	D&O Policies	48
SECTION 8.06.	Insurance Cooperation	48

ARTICLE IX

Further Assurances and Additional Covenants

SECTION 9.01.	Further Assurances	48
SECTION 9.02.	Non-Solicit and No-Hire	49

ARTICLE X

Termination

SECTION 10.01.	Termination	50
SECTION 10.02.	Effect of Termination	50

ARTICLE XI

Miscellaneous

SECTION 11.01.	Counterparts; Entire Agreement; Corporate Power	50
SECTION 11.02.	Governing Law; Jurisdiction	51
SECTION 11.03.	Assignability	51
SECTION 11.04.	Third-Party Beneficiaries	51
SECTION 11.05.	Notices	51
SECTION 11.06.	Severability	53
SECTION 11.07.	Publicity	53
SECTION 11.08.	Expenses	53
SECTION 11.09.	Headings	53
SECTION 11.10.	Survival of Covenants	53
SECTION 11.11.	Waivers of Default	54
SECTION 11.12.	Specific Performance	54
SECTION 11.13.	No Admission of Liability	54
SECTION 11.14.	Amendments	54
SECTION 11.15.	Interpretation	54

Schedule I - Internal Transactions

Schedule II - DT Midstream Equity Interests

Schedule III - DT Midstream Assets

Schedule IV - DT Midstream Liabilities

Schedule V - DTE Energy Retained Assets

Schedule VI - DTE Energy Retained Liabilities

Schedule VII - Corporate Assets

Schedule VIII - Corporate Liabilities

Schedule IX - DT Midstream Accounts

Schedule X	-	DTE Energy Accounts
Schedule XI	-	DT Midstream-Managed Actions
Schedule XII	-	DTE Energy-Managed Actions
Schedule XIII	-	Jointly Managed Actions
Schedule XIV	-	Shared Contracts
Schedule XV	-	Fees and Expenses
Schedule XVI	-	Surviving Intercompany Agreements
Schedule XVII	-	Surviving DTE Energy Credit Support Instruments
Schedule XVIII	-	Surviving DT Midstream Credit Support Instruments

SEPARATION AND DISTRIBUTION AGREEMENT, dated as of June 25, 2021, by and between DTE ENERGY COMPANY, a Michigan corporation (“DTE Energy”), and DT MIDSTREAM, INC., a Delaware corporation and wholly-owned Subsidiary of DTE Energy (“DT Midstream”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I.

R E C I T A L S

WHEREAS the board of directors of DTE Energy has determined that it is in the best interests of DTE Energy and its shareholders to distribute its entire interest in DT Midstream by way of a dividend of all of the shares of DT Midstream Common Stock to be made to holders of shares of DTE Energy Common Stock;

WHEREAS, in furtherance of the foregoing, the board of directors of DTE Energy has determined that it is appropriate and desirable to effect the Spin-Off, as more fully described in this Agreement;

WHEREAS DTE Energy and DT Midstream have prepared, and DT Midstream has filed with the Commission, the Form 10, which includes the Information Statement and sets forth appropriate disclosure concerning DT Midstream and the Distribution;

WHEREAS DTE Energy and DT Midstream intend that the Transactions qualify for their Intended Tax Treatment; and

WHEREAS it is appropriate and desirable to set forth the principal corporate transactions required to effect the Spin-Off and certain other agreements that will govern certain matters relating to the Spin-Off and the relationship of DTE Energy, DT Midstream and their respective Subsidiaries following the Distribution.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Action” means any claim, complaint, petition, hearing, charge, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any Federal, state, local, foreign or international arbitration or mediation tribunal.

“Adversarial Action” means (a) an Action by a member of the DTE Energy Group, on the one hand, against a member of the DT Midstream Group, on the other hand, or (b) an Action by a member of the DT Midstream Group, on the one hand, against a member of the DTE Energy Group, on the other hand.

Affiliate of any Person means a Person that controls, is controlled by or is under common control with such Person. As used herein, “control” of any entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity, whether through ownership of voting securities or other interests, by Contract or otherwise; provided, however, that (a) DT Midstream and the other members of the DT Midstream Group shall not be considered Affiliates of DTE Energy or any of the other members of the DTE Energy Group and (b) DTE Energy and the other members of the DTE Energy Group shall not be considered Affiliates of DT Midstream or any of the other members of the DT Midstream Group.

Agent means the distribution agent appointed by DTE Energy to distribute to the Record Holders, pursuant to the Distribution, the shares of DT Midstream Common Stock held by DTE Energy.

Agreement means this Separation and Distribution Agreement, including the Schedules hereto.

Ancillary Agreements means the TMA, the EMA and the TSA and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement.

Assets means all assets, properties and rights of every kind and nature (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible or intangible, or accrued or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

- (a) all accounting and other books, records, files and Personnel Records, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape, electronic recording or any other form or medium;
- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, furniture, office and other equipment, including hardware systems, circuits and other computer and telecommunication assets and equipment, automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;
- (d) all interests in real property of whatever nature, including buildings, land, structures, improvements and fixtures thereon, and all easements and rights-of-way appurtenant thereto, and all leasehold interests, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (e) all interests in any capital stock of, or other equity interests in, any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all other investments in securities of any Person; and all rights as a partner, joint venturer or participant;

(f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other Contracts and all rights arising thereunder;

(g) all deposits, letters of credit, performance bonds and other surety bonds;

(h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;

(i) all United States, state, multinational and foreign intellectual property, including patents, copyrights, trade names, trademarks, service marks, slogans, logos, trade dresses and other source indicators and the goodwill of the business symbolized thereby; all registrations, applications, recordings, disclosures, renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, foreign counterparts and other legal protections and rights related to any of the foregoing; mask works, trade secrets, inventions and other proprietary information, including know-how, processes, formulae, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, discoveries, inventions, licenses from third parties granting the right to use any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium;

(j) all computer applications, programs, software and other code (in object and source code form), including operating software, network software, firmware, middleware, design software, design tools, systems documentation, instructions, ASP, HTML, DHTML, SHTML and XML files, cgi and other scripts, APIs, web widgets, algorithms, models, methodologies, files, documentation related to any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium now known or yet to be created;

(k) all websites, Internet URLs, domain names, social media handles and Internet user names, databases, content, text, graphics, images, audio, video, data and other copyrightable works or other works of authorship including all translations, adaptations, derivations and combinations thereof;

(l) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, subscriber, customer and vendor data, correspondence and lists, product literature and other advertising and promotional materials, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, server and traffic logs, quality records and reports and other books, records, studies, surveys, reports, plans, business records and documents;

(m) all prepaid expenses, trade accounts and other accounts and notes receivable (whether current or non-current);

(n) all claims or rights against any Person arising from the ownership of any other Asset, all rights in connection with any bids or offers, all Actions, judgments or similar rights, all rights under express or implied warranties, all rights of recovery and all rights of setoff of any kind and demands of any nature, in each case whether accrued or contingent, whether in tort, contract or otherwise and whether arising by way of counterclaim or otherwise;

(o) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(p) all licenses (including radio and similar licenses), permits, consents, approvals and authorizations that have been issued by any Governmental Authority and all pending applications therefor;

(q) Cash, bank accounts, lock boxes and other deposit arrangements;

(r) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements; and

(s) all goodwill as a going concern and other intangible properties.

“Bank Debt Incurrence” has the meaning set forth on Schedule I.

“Bond Issuance” has the meaning set forth on Schedule I.

“Borrowing” has the meaning set forth on Schedule I.

“Cash” means cash, cash equivalents, bank deposits and marketable securities, whether denominated in United States dollars or otherwise.

“Cash Distribution” has the meaning set forth on Schedule I.

“Cash Management Arrangements” means all cash management arrangements pursuant to which DTE Energy or its Subsidiaries automatically or manually sweep cash from, or automatically or manually transfer cash to, accounts of DT Midstream or any other member of the DT Midstream Group.

“Commission” means the Securities and Exchange Commission.

“Consents” means any consents, waivers, authorizations, ratifications, permissions, exemptions or approvals from, or notification requirements to, any Person other than a member of either Group.

“Consolidated Intercompany Debt” has the meaning set forth on Schedule I.

“Consolidated Intercompany Debt Repayment” has the meaning set forth on Schedule I.

“Contract” means any oral or written contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, commitment, undertaking, promise, lease, sublease, license or sublicense or joint venture.

“Contributions to DT Midstream” has the meaning set forth on Schedule I.

“Corporate Assets” means all Assets of DTE Energy or any other member of the DTE Energy Group to the extent relating to, arising out of or resulting from a general corporate matter of DTE Energy or any other member of the DTE Energy Group, including the Assets set forth on Schedule VII.

“Corporate Liabilities” means all Liabilities to the extent relating to, arising out of or resulting from a general corporate matter of DTE Energy or any other member of the DTE Energy Group (including any such Liabilities relating to, arising out of or resulting from claims made by or on behalf of holders of any DTE Energy securities (including debt securities), in their capacities as such, whether made under any applicable corporation, securities or other Laws, or by or on behalf of any Governmental Authority under any applicable securities Laws, Laws related to the duties of officers or directors or similar Laws), including the Liabilities set forth on Schedule VIII. In the event of any inconsistency or conflict that may arise in the application or interpretation of the foregoing sentence, for the purpose of determining what is and is not a Corporate Liability, any item described in this definition of “Corporate Liabilities” shall take priority over clause (b) of the definition of “DT Midstream Liabilities” and clause (a) of the definition of “DTE Energy Liabilities”.

“Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“D&O Policies” has the meaning set forth in Section 8.05.

“Distribution” means the distribution by DTE Energy to the Record Holders, on a pro rata basis, of all of the outstanding shares of DT Midstream Common Stock owned by DTE Energy on the Distribution Date.

“Distribution Date” means the date, determined by DTE Energy in accordance with Section 5.03, on which the Distribution occurs.

“DT Midstream” has the meaning set forth in the preamble.

“DT Midstream Account” means any bank, brokerage or similar account owned by DT Midstream or any other member of the DT Midstream Group, including the DT Midstream Accounts listed or described on Schedule IX.

“DT Midstream Assets” means, without duplication, the following Assets:

(a) all Assets held by the DT Midstream Group;

(b) all interests in the capital stock of, or other equity interests in, the members of the DT Midstream Group (other than DT Midstream) and all other equity, partnership, membership, joint venture and similar interests set forth on Schedule II under the caption “Joint Ventures and Minority Investments”;

(c) all Assets reflected on the DT Midstream Business Balance Sheet, and all Assets acquired after the date of the DT Midstream Business Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the DT Midstream Business Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any dispositions of such Assets subsequent to the date of the DT Midstream Business Balance Sheet;

(d) any additional Assets listed or described on Schedule III;

(e) the rights related to the DT Midstream Portion of any Shared Contract;

(f) all other Assets that are expressly provided by this Agreement or any Ancillary Agreement as Assets to be assigned to or retained by, or allocated to, any member of the DT Midstream Group; and

(g) all Assets held by a member of the DTE Energy Group that are determined by DTE Energy, in good faith prior to the Distribution, to be primarily related to or used or held for use primarily in connection with the business or operations of the DT Midstream Business (unless otherwise expressly provided in connection with this Agreement).

Notwithstanding the foregoing, the DT Midstream Assets shall not include (i) any DTE Energy Retained Assets, (ii) any Assets governed by the TMA, (iii) any Assets governed by the EMA, (iv) the rights related to the DTE Energy Portion of any Shared Contracts, (v) any Assets that are determined by DTE Energy, in good faith prior to the Distribution, to be primarily related to the business or operations of the DTE Energy Business (unless otherwise expressly provided in this Agreement) and (vi) Assets required by DTE Energy to perform its obligations under the TSA.

“DT Midstream Business” means the midstream pipeline, gathering and storage businesses and other operations of the DT Midstream Group, including as described in the Information Statement.

“DT Midstream Business Balance Sheet” means the balance sheet of the DT Midstream Business, including the notes thereto, as of December 31, 2020, included in the Information Statement.

“DT Midstream Common Stock” means the common stock, \$0.01 par value per share, of DT Midstream.

“DT Midstream Credit Support Instruments” has the meaning set forth in Section 3.02(a).

“DT Midstream Entities” means the entities, the equity, partnership, membership, limited liability, joint venture or similar interests of which are set forth on Schedule II under the caption “Joint Ventures and Minority Investments”.

“DT Midstream Group” means (a) DT Midstream, (b) each Person that will be a Subsidiary of DT Midstream immediately prior to the Distribution, including the entities set forth on Schedule II under the caption “Subsidiaries” and (c) each Person that becomes a Subsidiary of DT Midstream after the Distribution, including in each case any Person that is merged or consolidated with or into DT Midstream or any Subsidiary of DT Midstream.

“DT Midstream Indemnitees” has the meaning set forth in Section 6.03.

“DT Midstream Liabilities” means, without duplication, the following Liabilities:

(a) all Liabilities of the DT Midstream Group and the DT Midstream Entities;

(b) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the DT Midstream Business as conducted at any time prior to the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority), which act or failure to act relates to the DT Midstream Business);

(ii) the operation or conduct of the DT Midstream Business or any other business conducted by DT Midstream or any other member of the DT Midstream Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority));

(iii) any terminated, divested or discontinued businesses or operations of the DT Midstream Business; or

(iv) the DT Midstream Assets;

(c) all Liabilities reflected as liabilities or obligations on the DT Midstream Business Balance Sheet, and all Liabilities arising or assumed after the date of the DT Midstream Business Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the DT Midstream Business Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the DT Midstream Business Balance Sheet;

(d) any additional Liabilities listed or described on Schedule IV;

(e) the obligations related to the DT Midstream Portion of any Shared Contract;

(f) all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed or retained by, or allocated to, any member of the DT Midstream Group; and

(g) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in, or incorporated by reference into, the Form 10, any registration statement, offering memorandum or other marketing materials relating to the Bond Issuance or Bank Debt Incurrence and any other documents filed with the Commission in connection with the Spin-Off or as contemplated by this Agreement, in each case, other than with respect to the DTE Energy Disclosure Sections.

Notwithstanding the foregoing, the DT Midstream Liabilities shall not include (i) any DTE Energy Retained Liabilities, (ii) any Liabilities governed by the TMA, (iii) any Liabilities governed by the EMA, (iv) any obligations related to the DTE Energy Portion of any Shared Contract or (v) any Liabilities that are determined by DTE Energy, in good faith prior to the Distribution, to be primarily related to the business or operations of the DTE Energy Business (unless otherwise expressly provided in this Agreement).

“DT Midstream Portion” has the meaning set forth in Section 2.04.

“DTE Energy” has the meaning set forth in the preamble.

“DTE Energy Account” means any bank, brokerage or similar account owned by DTE Energy or any other member of the DTE Energy Group, including the DTE Energy Accounts listed or described on Schedule X.

“DTE Energy Assets” means, without duplication, the following Assets:

(a) all Assets of the DTE Energy Group;

(b) the DTE Energy Retained Assets;

(c) all Assets held by a member of the DT Midstream Group that are determined by DTE Energy, in good faith prior to the Distribution, to be primarily related to or used or held for use primarily in connection with the business or operations of the DTE Energy Business (unless otherwise expressly provided in connection with this Agreement);

(d) all interests in the capital stock, or other equity interests in, the members of the DTE Energy Group (other than DTE Energy);

(e) the rights related to the DTE Energy Portion of any Shared Contract; and

(f) the Corporate Assets.

Notwithstanding the foregoing, the DTE Energy Assets shall not include (i) any Assets governed by the TMA, (ii) any Assets governed by the EMA, (iii) the rights related to the DT Midstream Portion of any Shared Contracts, (iv) the DT Midstream Assets and (v) any Assets required by DT Midstream to perform its obligations under the TSA.

“DTE Energy Business” means the business and operations conducted by DTE Energy and its Subsidiaries other than the DT Midstream Business.

“DTE Energy Common Stock” means, collectively, the common stock, without par value, of DTE Energy.

“DTE Energy Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“DTE Energy Disclosure Sections” means all information set forth in or omitted from the Form 10 or Information Statement to the extent relating to (a) the DTE Energy Group, (b) the DTE Energy Liabilities, (c) the DTE Energy Assets or (d) the substantive disclosure set forth in the Form 10 relating to DTE Energy’s board of directors’ consideration of the Spin-Off, including the section entitled “Reasons for the Spin-Off”.

“DTE Energy Group” means DTE Energy and each of its Subsidiaries, but excluding any member of the DT Midstream Group.

“DTE Energy Indemnitees” has the meaning set forth in Section 6.02.

“DTE Energy Liabilities” means, without duplication, the following Liabilities:

(a) all Liabilities of the DTE Energy Group;

(b) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the DTE Energy Business as conducted at any time prior to the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority), which act or failure to act relates to the DTE Energy Business);

(ii) the operation or conduct of the DTE Energy Business or any other business conducted by DTE Energy or any other member of the DTE Energy Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority));

(iii) any terminated, divested or discontinued businesses or operations of the DTE Energy Business (other than the DT Midstream Business, the DT Midstream Group and any terminated, divested or discontinued businesses or operations of the DT Midstream Business); or

(iv) the DTE Energy Assets;

(c) the DTE Energy Retained Liabilities;

- (d) any obligations related to the DTE Energy Portion of any Shared Contract;
- (e) the Corporate Liabilities;
- (f) any Liabilities that are determined by DTE Energy, in good faith prior to the Distribution, to be primarily related to the business or operations of the DTE Energy Business (unless otherwise expressly provided in this Agreement); and
- (g) all Liabilities to the extent relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to the DTE Energy Disclosure Sections.

Notwithstanding the foregoing, the DTE Energy Liabilities shall not include (i) any Liabilities governed by the TMA, (ii) any Liabilities governed by the EMA and (iii) the DT Midstream Liabilities.

"DTE Energy Policy Pre-Separation Insurance Claim" means any (a) claim made against a member of the DT Midstream Group or a member of the DTE Energy Group and reported to the applicable insurer(s) prior to the Distribution Date in respect of an act or omission occurring prior to the Distribution Date that results in a Liability under a "claims-made-based" insurance policy of the DTE Energy Group in effect prior to the Distribution Date or any extended reporting period thereof or (b) Action (whether made prior to, on or following the Distribution Date) in respect of a Liability occurring prior to the Distribution Date under an "occurrence-based" insurance policy of any member of the DTE Energy Group in effect prior to the Distribution Date.

"DTE Energy Portion" has the meaning set forth in Section 2.04.

"DTE Energy Retained Assets" means any specified Assets set forth on Schedule V that, notwithstanding clauses (a) through (g) of the definition of "DT Midstream Assets", shall not constitute DT Midstream Assets and are to be retained by the DTE Energy Group.

"DTE Energy Retained Liabilities" means any specified Liabilities set forth on Schedule VI that, notwithstanding clauses (a) through (g) of the definition of "DT Midstream Liabilities", shall not constitute DT Midstream Liabilities and are to be retained by the DTE Energy Group.

"EMA" means the Employee Matters Agreement dated as of the date of this Agreement by and between DTE Energy and DT Midstream.

"Exchange" means the New York Stock Exchange.

"Exchange Act" means the Securities Exchange Act of 1934, together with the rules and regulations promulgated thereunder.

“Existing DT Midstream Subsidiaries ICA Notes” has the meaning set forth on Schedule I.

“Final Determination” has the meaning set forth in the TMA.

“First Post-Distribution Report” has the meaning set forth in Section 11.07.

“Form 10” means the registration statement on Form 10 filed by DT Midstream with the Commission to effect the registration of DT Midstream Common Stock as a class of securities pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time.

“GAAP” means generally accepted accounting principles in the United States.

“Governmental Approvals” means any notices, reports or other filings to be given to or made with, or any Consents, registrations or permits to be obtained from, any Governmental Authority.

“Governmental Authority” means any Federal, state, local, foreign, international or multinational court, government, quasi-government, department, commission, board, bureau, agency, official or other legislative, judicial, tribunal, commission, regulatory, administrative or governmental authority.

“Group” means either the DTE Energy Group or the DT Midstream Group, or both, as the context requires.

“Indemnifying Party” has the meaning set forth in Section 6.04(a).

“Indemnitee” has the meaning set forth in Section 6.04(a).

“Indemnity Payment” has the meaning set forth in Section 6.04(a).

“Information” means information, whether or not patentable, copyrightable or protectable as a trade secret, in written, oral, electronic or other tangible or intangible forms, stored in any medium now known or yet to be created, including studies, reports, records, books, Contracts, instruments, surveys, analyses, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, personal data, communications (including those by or to attorneys (whether or not subject to the attorney-client privilege)), memos and other materials (including those prepared by attorneys or under their direction (whether or not constituting attorney work product)) and other technical, financial, employee or business information or data, documents, correspondence, materials and files.

“Information Statement” means the Information Statement made available on the Internet or mailed to the holders of DTE Energy Common Stock in connection with the Distribution, as such Information Statement may be amended or supplemented from time to time.

“Insurance Proceeds” means those monies:

- (a) received by an insured (or its successor-in-interest) from an insurance carrier;
- (b) paid by an insurance carrier on behalf of the insured (or its successor-in-interest); or
- (c) received (including by way of setoff) from any third party in the nature of insurance, contribution or indemnification in respect of any Liability;

in each such case, net of (i) any applicable premium adjustments (including reserves and retrospectively rated premium adjustments), (ii) any costs or expenses incurred in the collection thereof and (iii) any Taxes resulting from the receipt thereof.

“Intended Tax Treatment” has the meaning set forth in the TMA.

“Intercompany Accounts” has the meaning set forth in Section 2.03(a).

“Intercompany Agreements” has the meaning set forth in Section 2.03(a).

“Intercompany Debt Refinancing” has the meaning set forth on Schedule I.

“Internal Distribution” has the meaning set forth on Schedule I.

“Internal Restructuring” has the meaning set forth on Schedule I.

“Internal Transactions” means the Internal Restructuring, Intercompany Debt Refinancing, Borrowing, Consolidated Intercompany Debt Repayment, Cash Distribution, Internal Distribution, Specified Asset Distribution, Contributions to DT Midstream and Recapitalization, each as described on Schedule I.

“IRS” has the meaning set forth in the TMA.

“Known Counsel” has the meaning set forth in Section 7.10.

“Law” means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect and, in each case, as amended.

“Liabilities” means any and all claims, debts, demands, actions, causes of action, suits, damages, fines, penalties, obligations, prohibitions, accruals, accounts payable, reckonings, bonds, indemnities and similar obligations, agreements, promises, guarantees, make-whole agreements and similar obligations, and other liabilities and requirements, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or

unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action or any award of any arbitrator or mediator of any kind, and those arising under any Contract, including those arising under this Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person. For the avoidance of doubt, Liabilities shall include attorneys' fees, the costs and expenses of all assessments, judgments, settlements and compromises, and any and all other costs and expenses whatsoever reasonably incurred in connection with anything contemplated by the preceding sentence (including costs and expenses incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions).

“Managing Party” has the meaning set forth in Section 6.10.

“Mixed Action” has the meaning set forth in Section 6.12(c).

“New DT Midstream Intercompany Notes” has the meaning set forth on Schedule I.

“Non-Managing Party” has the meaning set forth in Section 6.10.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Person” means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity and any Governmental Authority.

“Personnel Records” means all personnel files, data and other personnel information that relates to (a) in the case of the DTE Energy Group, any current or former employee, officer, director or other service provider of the DTE Energy Group and any Business Employee (as defined in the EMA) (other than a DT Midstream Employee (as defined in the EMA) or any other service provider of the DT Midstream Group immediately following the Distribution Date), or (b) in the case of the DT Midstream Group, any DT Midstream Employee and any other service provider of the DT Midstream Group immediately following the Distribution Date and, in each case under clauses (a) and (b), other than files, data and information that are (or is) prohibited from being made available as a result of applicable Laws regarding the safeguarding of data privacy or any other legal obligation to maintain the confidentiality of such files, data or information.

“Recapitalization” has the meaning set forth on Schedule I.

“Record Date” means the close of business on the date determined by the DTE Energy board of directors as the record date for determining the shares of DTE Energy Common Stock in respect of which shares of DT Midstream Common Stock will be distributed pursuant to the Distribution.

“Record Holders” has the meaning set forth in Section 5.01(b).

“Restricted Employee” has the meaning set forth in Section 9.02(a).

“Retained Information” has the meaning set forth in Section 7.04.

“Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, license or other encumbrance of any nature whatsoever.

“Separation” means (a) the Internal Transactions, (b) any actions to be taken pursuant to Article II and (c) any other transfers of Assets and assumptions of Liabilities, in each case, between a member of one Group and a member of the other Group, provided for in this Agreement or in any Ancillary Agreement.

“Shared Contract” means any Contract of any member of either Group with a third party that relates in any material respect to both the DT Midstream Business and the DTE Energy Business, including the contracts and agreements set forth on Schedule XIV; provided that the Parties may, by mutual consent, elect to include in, or exclude from, this definition any contract or agreement.

“Specified Asset Distribution” has the meaning set forth on Schedule I.

“Specified Assets” has the meaning set forth on Schedule I.

“Spin-Off” means the Separation and the Distribution.

“Subsidiary” of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries.

“Surviving DT Midstream Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“Surviving DTE Energy Credit Support Instruments” has the meaning set forth in Section 3.01(a).

“Tax Opinion Representations” has the meaning set forth in the TMA.

“Tax Return” has the meaning set forth in the TMA.

“Taxes” has the meaning set forth in the TMA.

“Third-Party Claim” means any assertion by a Person (including any Governmental Authority) who is not a member of the DTE Energy Group or the DT Midstream Group of any claim, or the commencement by any such Person of any Action, against any member of the DTE Energy Group or the DT Midstream Group.

“Third-Party Proceeds” has the meaning set forth in Section 6.04(a).

“TMA” means the Tax Matters Agreement dated as of the date of this Agreement by and between DTE Energy and DT Midstream.

“Transactions” means the Internal Transactions and the Distribution.

“TSA” means the Transition Services Agreement dated as of the date of this Agreement between DTE Energy and DT Midstream.

ARTICLE II

The Separation

SECTION 2.01. Transfer of Assets and Assumption of Liabilities. (a) Prior to the Distribution, and subject to Section 2.01(e), the Parties shall cause the Internal Transactions to be completed.

(b) Subject to Section 2.01(e), immediately after the Internal Distribution and prior to the Distribution, the Parties shall, and shall cause their respective Group members to, execute such instruments of assignment or transfer, and take such other corporate actions as are necessary to:

- (i) assign, transfer or convey to one or more members of the DT Midstream Group all of the right, title and interest of the DTE Energy Group in, to and under all DT Midstream Assets not already owned by the DT Midstream Group;
- (ii) assign, transfer or convey to one or more members of the DTE Energy Group all of the right, title and interest of the DT Midstream Group in, to and under all DTE Energy Assets not already owned by the DTE Energy Group;
- (iii) cause one or more members of the DT Midstream Group to assume all of the DT Midstream Liabilities to the extent such Liabilities would otherwise remain obligations of any member of the DTE Energy Group; and
- (iv) cause one or more members of the DTE Energy Group to assume all of the DTE Energy Liabilities to the extent such Liabilities would otherwise remain obligations of any member of the DT Midstream Group.

Notwithstanding anything to the contrary, neither Party shall be required to transfer any Information except as required by Article VII.

(c) In the event that it is discovered after the Distribution that there was an omission of (i) the transfer or conveyance by DT Midstream (or a member of the DT Midstream Group) to, or the acceptance or assumption by, DTE Energy (or a member of the DTE Energy Group) of any DTE Energy Asset or DTE Energy Liability, as the case may be, (ii) the transfer or conveyance by DTE Energy (or a member of the DTE Energy Group) to, or the acceptance or assumption by, DT Midstream (or a member of the DT Midstream Group) of any DT Midstream

Asset or DT Midstream Liability, as the case may be, or (iii) the transfer or conveyance by one Party (or any other member of its Group) to, or the acceptance or assumption by, the other Party (or any other member of its Group) of any Asset or Liability, as the case may be, that, had the Parties given specific consideration to such Asset or Liability prior to the Distribution, would have otherwise been so transferred, conveyed, accepted or assumed, as the case may be, pursuant to this Agreement or the Ancillary Agreements, the Parties shall, subject to Section 2.01(e), use reasonable best efforts to effect such transfer, conveyance, acceptance or assumption of such Asset or Liability, as the case may be, as promptly as reasonably practicable. Any transfer, conveyance, acceptance or assumption made pursuant to this Section 2.01(c) shall be treated by the Parties for all purposes as if it had occurred immediately prior to the Distribution, except as otherwise required by applicable Law or a Final Determination.

(d) In the event that it is discovered after the Distribution that there was a transfer or conveyance (i) by DT Midstream (or a member of the DT Midstream Group) to, or the acceptance or assumption by, DTE Energy (or a member of the DTE Energy Group) of any DT Midstream Asset or DT Midstream Liability, as the case may be, or (ii) by DTE Energy (or a member of the DTE Energy Group) to, or the acceptance or assumption by, DT Midstream (or a member of the DT Midstream Group) of any DTE Energy Asset or DTE Energy Liability, as the case may be, the Parties shall, subject to Section 2.01(e), use reasonable best efforts to transfer or convey such Asset or Liability back to the transferring or conveying Party or to rescind any acceptance or assumption of such Asset or Liability, as the case may be, as promptly as reasonably practicable. Any transfer or conveyance made or acceptance or assumption rescinded pursuant to this Section 2.01(d) shall be treated by the Parties for all purposes as if such Asset or Liability had never been originally transferred, conveyed, accepted or assumed, as the case may be, except as otherwise required by applicable Law or a Final Determination.

(e) To the extent that any transfer or conveyance of any Asset (other than Shared Contracts, which are governed solely by Section 2.04) or acceptance or assumption of any Liability (other than Shared Contracts, which are governed solely by Section 2.04) required by this Agreement to be so transferred, conveyed, accepted or assumed, as the case may be, shall not have been completed prior to the Distribution, the Parties shall use reasonable best efforts to effect such transfer, conveyance, acceptance or assumption, as the case may be, as promptly as reasonably practicable following the Distribution. Nothing in this Agreement shall be deemed to require the transfer or conveyance of any Assets or the acceptance or assumption of any Liabilities which by their respective terms (or the terms of any Contract relating to such Asset or Liability) or operation of Law cannot be so transferred, conveyed, accepted or assumed; provided, however, that, prior to and following the Distribution, the Parties shall use reasonable best efforts to obtain and make any necessary Governmental Approvals and other Consents for the transfer, conveyance, acceptance or assumption (as applicable) of all Assets and Liabilities required by this Agreement to be so transferred, conveyed, accepted or assumed; provided further that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to obtain or make any such Consent (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable). In the event that any such transfer, conveyance, acceptance or assumption (as

applicable) has not been completed effective as of the Distribution, the Party retaining such Asset or Liability (or the member of the Party's Group retaining such Asset or Liability) shall thereafter hold such Asset for the use and benefit, and at the expense, of the Party to which such Asset should have been transferred or conveyed pursuant to this Agreement and retain such Liability for the account, and at the expense, of the Party by which such Liability should have been assumed or accepted pursuant to this Agreement, and take such other actions as may be reasonably requested by the Party or the member of its Group to which such Asset should have been transferred or conveyed, or by which such Liability should have been assumed or accepted, as the case may be, in order to place such Party or the member of its Group, insofar as reasonably possible without violation of any contractual obligations to third parties, in the same position as it would have been had such Asset or Liability been transferred, conveyed, accepted or assumed (as applicable) as contemplated by this Agreement and so that the benefits and burdens relating to such Asset or Liability, as the case may be, including possession, use, risk of loss, potential for gain/loss and control over such Asset or Liability, as the case may be, are to inure from and after the Distribution to such Party or the member of its Group. As and when any such Asset or Liability becomes transferable or assumable, as the case may be, the Parties shall, and shall cause the members of its Group to, use reasonable best efforts to effect such transfer, conveyance, acceptance or assumption (as applicable) as promptly as reasonably practicable.

(f) The Party retaining any Asset or Liability due to the deferral of the transfer and conveyance of such Asset or the deferral of the acceptance and assumption of such Liability pursuant to this Section 2.01 or otherwise shall not be obligated by this Agreement, in connection with this Section 2.01, to expend any money or take any action that would require the expenditure of money (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group to which such Asset should have been transferred or conveyed pursuant to this Agreement or by which such Liability should have been assumed or accepted pursuant to this Agreement, as applicable, as promptly as reasonably practicable) unless and to the extent the Party or the member of the Party's Group entitled to receive such Asset or intended to assume such Liability, as applicable, advances or agrees to reimburse it for the applicable expenditures. For the avoidance of doubt, reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees shall not include any purchase price, license fee or other payment or compensation for the procurement of any asset intended to replace an Asset in the course of a Party's obligation under Section 2.01(e).

(g) DT Midstream hereby waives compliance by each and every member of the DTE Energy Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the DT Midstream Assets to any member of the DT Midstream Group.

(h) DTE Energy hereby waives compliance by each and every member of the DT Midstream Group with the requirements and provisions of any "bulk-sale" or "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the DTE Energy Assets to any member of the DTE Energy Group.

(i) In the event that DTE Energy determines to seek novation with respect to any DT Midstream Liability, DT Midstream shall reasonably cooperate with, and shall cause the

members of the DT Midstream Group to reasonably cooperate with, DTE Energy and the members of the DTE Energy Group (including, where necessary, entering into appropriate instruments of assumption and, where necessary, DT Midstream providing parent guarantees in support of the obligations to the extent assumed pursuant to such instruments of assumption by other members of the DT Midstream Group) to cause such novation to be obtained, on terms reasonably acceptable to DT Midstream, and to have DTE Energy and the members of the DTE Energy Group released from all liability to third parties arising after the date of such novation and, in the event DT Midstream determines to seek novation with respect to any DTE Energy Liability, DTE Energy shall reasonably cooperate with, and shall cause the members of the DTE Energy Group to reasonably cooperate with, DT Midstream and the members of the DT Midstream Group (including, where necessary, entering into appropriate instruments of assumption and, where necessary, DTE Energy providing parent guarantees in support of the obligations to the extent assumed pursuant to such instruments of assumption by other members of the DTE Energy Group) to cause such novation to be obtained, on terms reasonably acceptable to DTE Energy, and to have DT Midstream and the members of the DT Midstream Group released from all liability to third parties arising after the date of such novation; provided that neither Party nor any member of its Group shall be required to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person in order to cause such novation to be obtained (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable).

SECTION 2.02. Certain Matters Governed Exclusively by Ancillary Agreements. Each of DTE Energy and DT Midstream agrees on behalf of itself and the members of its Group that, except as explicitly provided in this Agreement or in any Ancillary Agreement, (a) the TMA shall exclusively govern all matters relating to Taxes between such parties (except to the extent that tax matters relating to employee and employee benefits-related matters are addressed in the EMA), (b) the EMA shall exclusively govern the allocation of Assets and Liabilities related to employees and employee compensation and benefits matters with respect to employees and former employees of members of both the DTE Energy Group and the DT Midstream Group (except to the extent that employee compensation and benefits-related reimbursements are addressed in the TSA) (it being understood that any such Assets and Liabilities, as allocated pursuant to the EMA, shall constitute DT Midstream Assets, DT Midstream Liabilities, DTE Energy Assets or DTE Energy Liabilities, as applicable, hereunder and shall be subject to Article VI hereof) and (c) the TSA shall exclusively govern all matters relating to the provision of certain services identified therein to be provided by each Party to the other on a transitional basis following the Distribution.

SECTION 2.03. Termination of Agreements; Settlement of Intercompany Accounts; Bank Accounts. (a) Except as set forth in Section 2.03(b) or as otherwise provided by the steps constituting the Internal Transactions, in furtherance of the releases and other provisions of Section 6.01, effective as of the Distribution, DT Midstream and each other member of the DT Midstream Group, on the one hand, and DTE Energy and each other member of the DTE Energy Group, on the other hand, hereby terminate or settle, as applicable, any and all Contracts, agreements, arrangements, commitments and understandings, oral or written,

between such Parties and in existence as of the Distribution Date (“Intercompany Agreements”), including all intercompany payables due or receivables owed (“Intercompany Accounts”), between such Parties (including any such payables or receivable which relate to payroll) and in effect or accrued as of the Distribution Date (except for any such Intercompany Accounts arising pursuant to an Ancillary Agreement or any other Intercompany Agreement that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution Date); provided that, notwithstanding anything to the contrary contained herein, (i) if net Intercompany Accounts are due from or owed by any member of the DT Midstream Group to any member of the DTE Energy Group, such Intercompany Accounts shall be settled by contribution to the applicable member of the DT Midstream Group effective as of immediately before the Distribution and (ii) if net Intercompany Accounts are due from or owed by any member of the DTE Energy Group to any member of the DT Midstream Group, such Intercompany Accounts shall be settled by distribution from the applicable member of the DT Midstream Group effective as of immediately before the Internal Distribution. No such terminated Intercompany Agreement or Intercompany Account (including any provision thereof that purports to survive termination) shall be of any further force or effect after the Distribution Date, provided that any Intercompany Account that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution Date shall instead be settled in accordance with the terms of such Ancillary Agreement or other Intercompany Agreement. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing. The Parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to any Intercompany Agreement.

(b) The provisions of Section 2.03(a) shall not apply to any of the following Intercompany Agreements or Intercompany Accounts (or to any of the provisions thereof): (i) this Agreement and the Ancillary Agreements (and each other Intercompany Agreement or Intercompany Account expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by either Party or any other member of its Group); (ii) any existing written Intercompany Agreement between a member of the DT Midstream Group, on the one hand, and a member of the DTE Energy Group, on the other hand, that has been entered into in the ordinary course of business on an arm’s-length basis for the provision of services or other commercial arrangement, including outstanding operational intercompany trade receivables or payables incurred on such basis, including those Intercompany Agreements set forth on Schedule XVI; (iii) any Agreements to which any third party is a party, including Shared Contracts; and (iv) any other Intercompany Agreements or Intercompany Accounts that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution Date.

(c) (i) DTE Energy and DT Midstream each agree to take, or cause the respective members of their respective Groups to take, prior to the Distribution (or as promptly as reasonably practicable thereafter), all actions necessary to amend all contracts or agreements governing each bank and brokerage account owned by DT Midstream or any other member of the DT Midstream Group (collectively, the “DT Midstream Accounts”), including all DT Midstream Accounts listed or described on Schedule IX, so that such DT Midstream Accounts, if linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter “linked”) to any bank or brokerage account owned by DTE Energy or any other member of the DTE Energy Group (collectively, the “DTE Energy Accounts”), including all DTE Energy Accounts listed or described on Schedule X, are de-linked from such DTE Energy Accounts.

(ii) DTE Energy and DT Midstream each agree to take, or cause the respective members of their respective Groups to take, prior to the Distribution (or as promptly as reasonably practicable thereafter), all actions necessary to amend all contracts or agreements governing the DTE Energy Accounts so that such DTE Energy Accounts, if linked to any DT Midstream Account, are de-linked from such DT Midstream Accounts.

(iii) With respect to any outstanding checks issued by, or payments made by, DTE Energy, DT Midstream or any of their respective Subsidiaries prior to the Distribution, such outstanding checks shall be honored from and after the Distribution by the Person or Group owning the account on which the check is drawn, without limiting the ultimate allocation of Liability for such amounts under this Agreement or any Ancillary Agreement.

(iv) As between DTE Energy and DT Midstream (and the members of their respective Groups), except to the extent prohibited by applicable Law or a Final Determination, all payments and reimbursements received after the Distribution by either Party (or a member of its Group) to which the other Party (or a member of its Group) is entitled under this Agreement, shall be held by such Party (or the applicable member of its Group) in trust for the use and benefit of the Person entitled thereto and, within 60 days of receipt by such Party (or the applicable member of its Group) of any such payment or reimbursement, such Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party (or the applicable member of its Group), the amount of such payment or reimbursement without right of setoff.

(d) Each of DTE Energy and DT Midstream shall, and shall cause each of their respective Subsidiaries to, take all necessary actions to remove each of DT Midstream and DT Midstream's Subsidiaries from all Cash Management Arrangements to which it is a party, in each case prior to the close of business on the business day immediately prior to the Distribution Date.

SECTION 2.04. Shared Contracts. (a) The Parties shall, and shall cause the members of their respective Groups to, use their respective reasonable best efforts to work together (and, if necessary and desirable, until the earlier of two years after the Distribution Date and such time as the formal division, partial assignment, modification or replication of such Shared Contract is effected, to work with the third party to such Shared Contract) in an effort to divide, partially assign, modify or replicate (in whole or in part) the respective rights and obligations under and in respect of any Shared Contract, such that (a) a member of the DT Midstream Group is the beneficiary of the rights and is responsible for the obligations related to that portion of such Shared Contract relating to the DT Midstream Business (the "DT Midstream Portion"), which rights shall be a DT Midstream Asset and which obligations shall be a DT Midstream Liability, and (b) a member of the DTE Energy Group is the beneficiary of the rights and is responsible for the obligations related to such Shared Contract not relating to the DT Midstream Business (the "DTE Energy Portion"), which rights shall be a DTE Energy Asset and which obligations shall be a DTE Energy Liability. Nothing in this Agreement shall require the

division, partial assignment, modification or replication of a Shared Contract unless and until any necessary Consents are obtained or made, as applicable. If the Parties, or their respective Group members, as applicable, are not able to enter into an arrangement to formally divide, partially assign, modify or replicate such Shared Contract prior to the Distribution as contemplated by the previous sentence, then the Parties shall, and shall cause their respective Group members to, cooperate in any reasonable and permissible arrangement to provide that, following the Distribution and until the earlier of two years after the Distribution Date and such time as the formal division, partial assignment, modification or replication of such Shared Contract as contemplated by the previous sentence is effected, a member of the DT Midstream Group shall receive the interest in the benefits and obligations of the DT Midstream Portion under such Shared Contract and a member of the DTE Energy Group shall receive the interest in the benefits and obligations of the DTE Energy Portion under such Shared Contract, it being understood that no Party shall have Liability to the other Party for the failure of any third party to perform its obligations under any such Shared Contract.

(b) Nothing in this Section 2.04 shall require either Party nor any member of their respective Groups to contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Person (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable). For the avoidance of doubt, reasonable out-of-pocket expenses, and recording or similar fees shall not include any purchase price, license fee or other payment or compensation for the procurement of any asset secured to replace an Asset in the course of a Party's obligation under Section 2.04(a).

SECTION 2.05. Disclaimer of Representations and Warranties. (a) Each of DTE Energy (on behalf of itself and each other member of the DTE Energy Group) and DT Midstream (on behalf of itself and each other member of the DT Midstream Group) understands and agrees that, except as expressly set forth in this Agreement, any Ancillary Agreement or the Tax Opinion Representations, no party to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement or any Ancillary Agreement is representing or warranting in any way as to any Assets or Liabilities transferred or assumed as contemplated hereby or thereby, as to the sufficiency of such Assets or Liabilities transferred or assumed hereby or thereby for the conduct and operations of the DTE Energy Business or DT Midstream Business, as applicable, as to any Governmental Approvals or other Consents required in connection therewith or in connection with any past transfers of the Assets or assumptions of the Liabilities, as to the value or freedom from any Security Interests of, or any other matter concerning, any Assets or Liabilities of such Party, or as to the absence of any defenses or rights of setoff or freedom from counterclaim with respect to any claim or other Asset, including any accounts receivable, of any such Party, or as to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof.

(b) Except as may expressly be set forth herein or in any Ancillary Agreement, any such Assets are being transferred on an "as is", "where is" basis and the respective transferees shall bear the economic and legal risks that (a) any conveyance shall prove

to be insufficient to vest in the transferee good and marketable title or interest, free and clear of any Security Interest, and (b) any necessary Governmental Approvals or other Consents are not obtained or that any requirements of Laws or judgments are not complied with.

ARTICLE III

Credit Support

SECTION 3.01. Replacement of DTE Energy Credit Support. (a) DT Midstream shall use reasonable best efforts to arrange, at its sole cost and expense and effective on or prior to the Distribution Date, the termination or replacement of all guarantees, covenants, indemnities, surety bonds, letters of credit or similar assurances of credit support (“Credit Support Instruments”) provided by, through or on behalf of DTE Energy or any other member of the DTE Energy Group for the benefit of DT Midstream or any other member of the DT Midstream Group (“DTE Energy Credit Support Instruments”), other than any of the DTE Energy Credit Support Instruments set forth on Schedule XVII (the “Surviving DTE Energy Credit Support Instruments”), with alternate arrangements that do not require any credit support from DTE Energy or any other member of the DTE Energy Group, and shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments written releases (which in the case of a letter of credit or bank guarantee would be effective upon surrender of the original DTE Energy Credit Support Instrument to the originating bank and such bank’s confirmation in writing to DTE Energy of the cancellation thereof) indicating that DTE Energy or such other member of the DTE Energy Group will, effective upon the consummation of the Distribution, have no liability with respect to such Credit Support Instruments, in each case reasonably satisfactory to DTE Energy.

(b) In furtherance of Section 3.01(a), to the extent required to obtain a removal or release from a DTE Energy Credit Support Instrument, DT Midstream or an appropriate member of the DT Midstream Group shall execute an agreement substantially in the form of the existing DTE Energy Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing DTE Energy Credit Support Instrument contains representations, covenants or other terms or provisions (i) with which DT Midstream or the appropriate member of the DT Midstream Group would be reasonably unable to comply or (ii) which would be reasonably expected to be breached by DT Midstream or the appropriate member of the DT Midstream Group.

(c) If DT Midstream is unable to obtain, or to cause to be obtained, all releases from DTE Energy Credit Support Instruments pursuant to Sections 3.01(a) and 3.01(b) on or prior to the Distribution Date, (i) without limiting DT Midstream’s obligations under Article VI, DT Midstream shall cause the relevant member of the DT Midstream Group that has assumed the Liability with respect to such Credit Support Instrument to indemnify and hold harmless the member of the DTE Energy Group that is the guarantor or obligor under such Credit Support Instrument for any Liability arising out of, resulting from or relating thereto in accordance with the provisions of Article VI and shall, or shall cause one of its Subsidiaries to, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) with respect to such Credit Support Instrument, each of DTE Energy and DT Midstream, on behalf of themselves and

the members of each of their respective Groups, agree, except as otherwise expressly required by the terms of a Contract with a third party in effect as of the Distribution, not to renew or extend the term of, increase its obligations under or transfer to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the other Party and (iii) with respect to the Surviving DTE Energy Credit Support Instruments, DT Midstream shall take the actions set forth on Schedule XVII. The provisions of clauses (i), (ii) and (iii) of the foregoing sentence shall also apply to all Surviving DTE Energy Credit Support Instruments.

SECTION 3.02. Replacement of DT Midstream Credit Support. (a) DTE Energy shall use reasonable best efforts to arrange, at its sole cost and expense and effective on or prior to the Distribution Date, the termination or replacement of all Credit Support Instruments provided by, through or on behalf of DT Midstream or any other member of the DT Midstream Group for the benefit of DTE Energy or any other member of the DTE Energy Group ("DT Midstream Credit Support Instruments") other than any of the DT Midstream Credit Support Instruments set forth on Schedule XVIII (the "Surviving DT Midstream Credit Support Instruments"), with alternate arrangements that do not require any credit support from DT Midstream or any other member of the DT Midstream Group, and shall use reasonable best efforts to obtain from the beneficiaries of such Credit Support Instruments written releases (which in the case of a letter of credit or bank guarantee would be effective upon surrender of the original DT Midstream Credit Support Instrument to the originating bank and such bank's confirmation in writing to DT Midstream of the cancellation thereof) indicating that DT Midstream or such other member of the DT Midstream Group will, effective upon the consummation of the Distribution, have no liability with respect to such Credit Support Instruments, in each case reasonably satisfactory to DT Midstream.

(b) In furtherance of Section 3.02(a), to the extent required to obtain a removal or release from a DT Midstream Credit Support Instrument, DTE Energy or an appropriate member of the DTE Energy Group shall execute an agreement substantially in the form of the existing DT Midstream Credit Support Instrument or such other form as is agreed to by the relevant parties to such agreement, except to the extent that such existing DT Midstream Credit Support Instrument contains representations, covenants or other terms or provisions (A) with which DTE Energy or the appropriate member of the DTE Energy Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached by DTE Energy or the appropriate member of the DTE Energy Group.

(c) If DTE Energy is unable to obtain, or to cause to be obtained, all releases from DT Midstream Credit Support Instruments pursuant to Sections 3.02(a) and 3.02(b) on or prior to the Distribution Date, (i) without limiting DTE Energy's obligations under Article VI, DTE Energy shall cause the relevant member of the DTE Energy Group that has assumed the Liability with respect to such Credit Support Instrument to indemnify and hold harmless the guarantor or obligor for any Liability arising from or relating thereto in accordance with the provisions of Article VI and to, as agent or subcontractor for such guarantor or obligor, pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor

thereunder, (ii) with respect to such Credit Support Instruments that are in the form of a letter of credit or bank guarantee, DTE Energy shall provide DT Midstream with letters of credit or guarantees, in each case issued by a bank reasonably acceptable to DT Midstream, against losses arising from all such Credit Support Instruments, or if DT Midstream agrees in writing, cash collateralize the full amount of any outstanding Credit Support Instrument with respect to which such release has not been obtained and (iii) with respect to such Credit Support Instrument, each of DTE Energy and DT Midstream, on behalf of themselves and the members of each of their respective Groups, agree, except as otherwise expressly required by the terms of a Contract with a third party in effect as of the Distribution, not to renew or extend the term of, increase its obligations under or transfer to a third Person, any loan, guarantee, lease, sublease, license, Contract or other obligation for which the other Party or any member of the other Party's Group is or may be liable under such Credit Support Instrument unless all obligations of the other Party and the other members of the other Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the other Party. The provisions of clauses (i), (ii) and (iii) of the foregoing sentence shall also apply to all Surviving DT Midstream Credit Support Instruments.

SECTION 3.03. Written Notice of Credit Support Instruments. DTE Energy and DT Midstream shall provide each other with written notice of the existence of all Credit Support Instruments within a reasonable period prior to the Distribution.

ARTICLE IV

Actions Pending the Distribution

SECTION 4.01. Actions Prior to the Distribution. (a) Subject to the conditions specified in Section 4.02 and subject to Section 5.03, DTE Energy and DT Midstream shall use reasonable best efforts to consummate the Distribution. Such efforts shall include taking the actions specified in this Section 4.01.

(b) Prior to the Distribution Date, DTE Energy shall mail a notice of Internet availability of the Information Statement or the Information Statement to the Record Holders.

(c) DT Midstream shall prepare, file with the Commission and use its reasonable best efforts to cause to become effective any registration statements or amendments thereto required to effect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(d) DTE Energy and DT Midstream shall take all such action as may be necessary or appropriate under the securities laws or blue sky laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.

(e) DT Midstream shall prepare and file, and shall use reasonable best efforts to have approved prior to the Distribution, an application for the listing of the DT Midstream Common Stock to be distributed in the Distribution on the Exchange, subject to official notice of distribution.

(f) Prior to the Distribution, DTE Energy shall have duly elected the individuals listed as members of the DT Midstream board of directors in the Information Statement, and such individuals shall be the members of the DT Midstream board of directors effective as of immediately after the Distribution; provided, however, that to the extent required by any Law or requirement of the Exchange or any other national securities exchange, as applicable, the existing directors of DT Midstream shall appoint one independent director prior to the date on which “when-issued” trading of the DT Midstream Common Stock begins on the Exchange and this independent director shall begin his or her term prior to the Distribution and shall serve on DT Midstream’s Audit Committee, Corporate Governance Committee and Organization and Compensation Committee.

(g) Immediately prior to the Distribution Date, the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of DT Midstream, each in substantially the form filed as an exhibit to the Form 10, shall be in effect.

(h) DTE Energy and DT Midstream shall, subject to Section 5.03, take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 4.02 to be satisfied and to effect the Distribution on the Distribution Date.

(i) Prior to the Distribution, DT Midstream shall make capital and other expenditures and operate its cash management, accounts payable and receivables collection systems in the ordinary course of business consistent with prior practice except as required in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

SECTION 4.02. Conditions Precedent to Consummation of the Distribution. Subject to Section 5.03, as soon as practicable after the date of this Agreement, the Parties shall use reasonable best efforts to satisfy the following conditions prior to the consummation of the Distribution. The obligations of the Parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by DTE Energy, of the following conditions:

(a) The board of directors of DTE Energy shall have authorized and approved the Internal Transactions and Distribution and not withdrawn such authorization and approval, and shall have declared the dividend of DT Midstream Common Stock to DTE Energy shareholders.

(b) Each Ancillary Agreement shall have been executed by each party to such agreement.

(c) The DT Midstream Common Stock shall have been accepted for listing on the Exchange or another national securities exchange approved by DTE Energy, subject to official notice of issuance.

(d) The Commission shall have declared effective the Form 10 under the Exchange Act, and no stop order suspending the effectiveness of the Form 10 shall be in effect and no proceedings for that purpose shall be pending before or threatened by the Commission.

(e) DTE Energy shall have received the written opinion of Cravath, Swaine & Moore LLP, which shall remain in full force and effect, that, subject to the accuracy of and compliance with the relevant Tax Opinion Representations, the Transactions will qualify for their Intended Tax Treatment.

(f) The board of directors of DTE Energy shall have received one or more opinions (which have not been withdrawn or adversely modified) in customary form from one or more nationally recognized valuation, appraisal or accounting firms or investment banks as to the solvency and financial viability of each of DTE Energy and DT Midstream after the consummation of the Spin-Off.

(g) The Internal Transactions shall have been completed (other than any steps that are expressly contemplated to occur at or after the Distribution).

(h) No order, injunction or decree issued by any Governmental Authority of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution shall be in effect, and no other event outside the control of DTE Energy shall have occurred or failed to occur that prevents the consummation of the Distribution.

(i) DTE Energy shall have received a final order from the New York Public Service Commission relating to the Spin-Off.

(j) No other events or developments shall have occurred prior to the Distribution that, in the judgment of the board of directors of DTE Energy, would result in the Distribution having a material adverse effect on DTE Energy or its shareholders.

(k) The actions set forth in Sections 4.01(b), (f) and (g) shall have been completed.

The foregoing conditions are for the sole benefit of DTE Energy and shall not give rise to or create any duty on the part of DTE Energy or the DTE Energy board of directors to waive or not waive such conditions or in any way limit the right of DTE Energy to terminate this Agreement as set forth in Article X or alter the consequences of any such termination from those specified in such Article. Any determination made by the DTE Energy board of directors prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.02 shall be conclusive.

ARTICLE V

The Distribution

SECTION 5.01. The Distribution. (a) DT Midstream shall cooperate with DTE Energy to accomplish the Distribution and shall, at the direction of DTE Energy, use its reasonable best efforts to promptly take any and all actions necessary or desirable to effect the Distribution. DTE Energy shall select any investment bank or manager in connection with the Distribution, as well as any financial printer, distribution agent and financial, legal, accounting and other advisors for DTE Energy. DTE Energy or DT Midstream, as the case may be, will provide, or cause the applicable member of its Group to provide, to the Agent all share certificates and any information required in order to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) after completion of the Internal Transactions and on or prior to the Distribution Date, for the benefit of and distribution to the holders of DTE Energy Common Stock as of the Record Date (“Record Holders”), DTE Energy will deliver to the Agent all of the issued and outstanding shares of DT Midstream Common Stock held by DTE Energy or any other member of the DTE Energy Group and book-entry authorizations for such shares and (ii) on the Distribution Date, DTE Energy shall instruct the Agent to distribute, by means of a pro rata dividend based on the aggregate number of shares of DTE Energy Common Stock held by each applicable Record Holder, to each Record Holder (or such Record Holder’s bank, brokerage firm, trustee or other nominee on such Record Holder’s behalf) electronically, by direct registration in book-entry form, the number of shares of DT Midstream Common Stock to which such Record Holder is entitled based on a distribution ratio determined by DTE Energy in its sole discretion. The Distribution shall be effective at 12:01 a.m. New York City time on the Distribution Date. On or as soon as practicable after the Distribution Date, the Agent will mail to each Record Holder (or such Record Holder’s bank, brokerage firm, trustee or other nominee on such Record Holder’s behalf, as applicable) an account statement indicating the number of shares of DT Midstream Common Stock that have been registered in book-entry form in the name of such Record Holder.

SECTION 5.02. Fractional Shares. Record Holders holding a number of shares of DTE Energy Common Stock on the Record Date that would entitle such holders to receive less than one whole share (in addition to any whole shares) of DT Midstream Common Stock in the Distribution will receive cash in lieu of such fractional share. Fractional shares of DT Midstream Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent and DTE Energy shall, as soon as practicable after the date on which “when-issued” trading of the DT Midstream Common Stock begins on the Exchange, (a) determine the number of whole shares and fractional shares of DT Midstream Common Stock allocable to each Record Holder and (b) aggregate all fractional shares of DT Midstream Common Stock into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests. DTE Energy shall cause the Agent to, as soon as practicable after the Distribution Date, distribute to each such holder, or for the benefit of each beneficial owner, such holder’s or owner’s ratable share of the net proceeds of such sale, based upon the average gross selling price per share of DT Midstream Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law and less any brokers’ charges, commissions or transfer Taxes. The Agent, in its sole discretion, will determine the timing and method of selling such fractional shares of DT Midstream Common Stock, the selling price of such fractional shares and the broker dealer through which such fractional shares will be sold; provided, however, that the designated broker dealer is not an Affiliate of DTE Energy or DT Midstream. Neither DTE Energy nor DT Midstream will pay any interest on the proceeds from the sale of fractional shares of DT Midstream Common Stock.

SECTION 5.03. Sole Discretion of DTE Energy. DTE Energy shall, in its sole and absolute discretion, determine the Record Date, the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions or offerings to effect

the Distribution and the timing of and conditions to the consummation thereof. In addition and notwithstanding anything to the contrary set forth below, DTE Energy may at any time and from time to time until the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

ARTICLE VI

Mutual Releases; Indemnification; Litigation

SECTION 6.01. Release of Pre-Distribution Claims. (a) Except as provided in Section 6.01(d) or elsewhere in this Agreement or in the Ancillary Agreements, effective as of the Distribution, DT Midstream does hereby, for itself and each other member of the DT Midstream Group, their respective Affiliates, and to the extent it may legally do so, successors and assigns and all Persons who at any time on or prior to the Distribution have been shareholders, directors, officers, members, agents or employees of any member of the DT Midstream Group (in each case, in their respective capacities as such), remise, release and forever discharge DTE Energy and the other members of the DTE Energy Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been shareholders, directors, officers, members, agents or employees of any member of the DTE Energy Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all DT Midstream Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing or alleged to have existed on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off. This Section 6.01(a) shall not affect DTE Energy's indemnification obligations with respect to Liabilities arising on or before the Distribution Date under Article VII of its Amended and Restated Articles of Incorporation, as in effect on the date on which the event or circumstances giving rise to such indemnification obligation occur.

(b) Except as provided in Section 6.01(d) or elsewhere in this Agreement or in the Ancillary Agreements, effective as of the Distribution, DTE Energy does hereby, for itself and each other member of the DTE Energy Group, their respective Affiliates, and to the extent it may legally do so, successors and assigns and all Persons who at any time on or prior to the Distribution have been shareholders, directors, officers, agents or employees of any member of the DTE Energy Group (in each case, in their respective capacities as such), remise, release and forever discharge DT Midstream and the other members of the DT Midstream Group, their respective Affiliates, successors and assigns, and all Persons who at any time on or prior to the Distribution have been shareholders, directors, officers, agents or employees of any member of the DT Midstream Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all DTE Energy Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any Contract, by operation of Law or otherwise, existing or arising from any acts or events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, or any conditions existing or alleged to have existed on or before the Distribution, including in connection with the Spin-Off and all other activities to implement the Spin-Off.

(c) The Parties expressly understand and acknowledge that it is possible that unknown losses or claims exist or might come to exist or that present losses may have been underestimated in amount, severity, or both. Accordingly, the Parties are deemed expressly to understand and acknowledge any federal or state law or right, rule or legal principle of the State of Delaware which provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN SUCH CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY SUCH CREDITOR MUST HAVE MATERIALLY AFFECTED SUCH CREDITOR'S SETTLEMENT WITH A DEBTOR. The Parties are hereby deemed to agree that any such or similar federal or state laws or rights, rules or legal principles of the State of Delaware or any other jurisdiction that may be applicable herein, are hereby knowingly and voluntarily waived and relinquished with respect to the releases in Section 6.01(a) and (b).

(d) Nothing contained in Section 6.01(a) or (b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement or any Intercompany Agreement or Intercompany Account that is specified in Section 2.03(b) not to terminate as of the Distribution, in each case in accordance with its terms. Nothing contained in Section 6.01(a) or (b) shall release:

(i) any Person from any Liability provided in or resulting from any Contract among any members of the DTE Energy Group or the DT Midstream Group that is specified in Section 2.03(b) as not to terminate as of the Distribution, or any other Liability specified in such Section 2.03(b) as not to terminate as of the Distribution;

(ii) any Person from any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement;

(iii) any Person from any Liability provided in or resulting from any other Contract or agreement that is entered into after the Distribution between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iv) any Person from any Liability that the Parties may have with respect to indemnification or contribution pursuant to this Agreement or any Ancillary Agreement for claims brought against the Parties, the members of their respective Groups or any of their respective directors, officers, employees or agents, by third Persons, which Liability shall be governed by the provisions of this Article VI or, if applicable, the appropriate provisions of the relevant Ancillary Agreement;

(v) any Person from any Liability the release of which would result in the release of any Person not otherwise intended to be released pursuant to this Section 6.01; or

(vi) any Persons (other than each member of the DTE Energy Group and its successors and assigns and each member of the DT Midstream Group and its successors and assigns) that at any time prior to the Distribution have been current or former shareholders, directors, officers, employees or agents of any member of the DTE Energy Group or any member of the DT Midstream Group (in each case, in their respective capacities as such), or their respective heirs, executors, administrators, successors and assigns, from any and all DTE Energy Liabilities or DT Midstream Liabilities whatsoever, whether at Law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of Law or otherwise.

In addition, nothing contained in Section 6.01(a) shall release: (A) DTE Energy from indemnifying any director, officer or employee of the DT Midstream Group who was a director, officer or employee of DTE Energy or any of its Affiliates at or prior to the Distribution, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification from a member of the DTE Energy Group pursuant to then-existing obligations, it being understood that if the underlying obligation giving rise to such Action is a DT Midstream Liability, DT Midstream shall indemnify DTE Energy for such Liability (including DTE Energy's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI; and (B) DT Midstream from indemnifying any director, officer or employee of the DTE Energy Group who was a director, officer or employee of DTE Energy or any of its Affiliates at or prior to the Distribution, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification from a member of the DT Midstream Group pursuant to then-existing obligations, it being understood that if the underlying obligation giving rise to such Action is a DTE Energy Liability, DTE Energy shall indemnify DT Midstream for such Liability (including DT Midstream's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI.

(e) DT Midstream shall not make, and shall not permit any other member of the DT Midstream Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification, against DTE Energy or any other member of the DTE Energy Group, or any other Person released pursuant to Section 6.01(a), with respect to any Liabilities released pursuant to Section 6.01(a). DTE Energy shall not make, and shall not permit any other member of the DTE Energy Group to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or any indemnification against DT Midstream or any other member of the DT Midstream Group, or any other Person released pursuant to Section 6.01(b), with respect to any Liabilities released pursuant to Section 6.01(b).

(f) It is the intent of each of DTE Energy and DT Midstream, by virtue of the provisions of this Section 6.01, to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring, or failing to occur, or alleged to have occurred, or to have failed to occur, and all conditions existing or alleged to have existed on or before the Distribution Date, between or among DT Midstream or any other member of the DT Midstream Group, on the one hand, and DTE Energy or any other member of the DTE Energy Group, on the other hand (including any contractual agreements or arrangements existing

or alleged to exist between or among any such members on or before the Distribution Date), except as expressly set forth in Section 6.01(d) or elsewhere in this Agreement or in any Ancillary Agreement. At any time, at the request of the other Party, each Party shall cause each member of its respective Group to execute and deliver releases reflecting the provisions hereof.

SECTION 6.02. Indemnification by DT Midstream. Subject to Section 6.04, DT Midstream shall indemnify, defend and hold harmless DTE Energy, each other member of the DTE Energy Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “DTE Energy Indemnitees”), from and against any and all Liabilities of the DTE Energy Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the DT Midstream Liabilities, including the failure of DT Midstream or any other member of the DT Midstream Group or any other Person to pay, perform or otherwise promptly discharge any DT Midstream Liability in accordance with its terms;
- (b) any breach by DT Midstream or any other member of the DT Midstream Group of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate or conflicting indemnification therein (which shall be controlling); and
- (c) any breach by DT Midstream of any of the representations and warranties made by DT Midstream on behalf of itself and the members of the DT Midstream Group in Section 11.01(c).

SECTION 6.03. Indemnification by DTE Energy. Subject to Section 6.04, DTE Energy shall indemnify, defend and hold harmless DT Midstream, each other member of the DT Midstream Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the “DT Midstream Indemnitees”), from and against any and all Liabilities of the DT Midstream Indemnitees relating to, arising out of or resulting from any of the following items (without duplication):

- (a) the DTE Energy Liabilities, including the failure of DTE Energy or any other member of the DTE Energy Group or any other Person to pay, perform or otherwise promptly discharge any DTE Energy Liability in accordance with its terms;
- (b) any breach by DTE Energy or any other member of the DTE Energy Group of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate or conflicting indemnification therein (which shall be controlling); and
- (c) any breach by DTE Energy of any of the representations and warranties made by DTE Energy on behalf of itself and the members of the DTE Energy Group in Section 11.01(c).

SECTION 6.04. Indemnification Obligations Net of Insurance Proceeds and Third-Party Proceeds. (a) The Parties intend that any Liability subject to indemnification or reimbursement pursuant to this Agreement will be net of (i) Insurance Proceeds that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability and (ii) other amounts recovered from any third party (net of any out-of-pocket costs or expenses incurred in, or Taxes imposed with respect to, the collection thereof) that actually reduce the amount of, or are paid to the applicable Indemnitee in respect of, such Liability (“Third-Party Proceeds”). Accordingly, the amount that either Party (an “Indemnifying Party”) is required to pay to any Person entitled to indemnification or reimbursement pursuant to this Agreement (an “Indemnitee”) will be reduced by any Insurance Proceeds or Third-Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee from a third party in respect of the related Liability. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Liability (an “Indemnity Payment”) and subsequently receives Insurance Proceeds or Third-Party Proceeds in respect of such Liability, then the Indemnitee will pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if such Insurance Proceeds or Third-Party Proceeds had been received, realized or recovered before the Indemnity Payment was made; provided, that for the avoidance of doubt, such amount shall not exceed the amount of the Indemnity Payment.

(b) An insurer that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of the indemnification provisions hereof, it being expressly understood and agreed that no insurer or any other third party shall be entitled to a “wind-fall” (i.e., a benefit to which an insurer or any other third party would not be entitled to receive in the absence of the indemnification provisions) by virtue of the indemnification provisions hereof. Subject to Section 6.12, each member of the DTE Energy Group and DT Midstream Group shall use reasonable best efforts to seek to collect or recover any Insurance Proceeds and any Third-Party Proceeds to which such Person is entitled in connection with any Liability for which such Person seeks indemnification pursuant to this Article VI; provided, however, that such Person’s inability to collect or recover any such Insurance Proceeds or Third-Party Proceeds shall not limit the Indemnifying Party’s obligations hereunder.

(c) The calculation of any Indemnity Payments required by this Agreement shall be subject to Section 5.04 of the TMA.

SECTION 6.05. Procedures for Indemnification of Third-Party Claims. (a) If an Indemnitee shall receive notice or otherwise learn of a Third-Party Claim with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnitee pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall give such Indemnifying Party written notice thereof as soon as reasonably practicable, but no later than 30 days after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail and include copies of all notices and documents (including demand letters and motions, pleadings and other court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the failure of any Indemnitee or other Person to give notice as provided in this Section 6.05(a) shall not relieve the Indemnifying Party from which indemnification hereunder is sought of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually prejudiced by such failure to give notice in accordance with this Section 6.05(a).

(b) The Indemnifying Party shall have the right, exercisable by written notice to the Indemnitee within 30 days after receipt of notice from an Indemnitee in accordance with Section 6.05(a) (or sooner, if the nature of such Third-Party Claim so requires), to assume and conduct the defense of such Third-Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided, however, that (x) DT Midstream shall not be entitled to control the defense of any Third-Party Claim in respect of a Mixed Action and (y) the Indemnifying Party shall not have the right to control the defense of any Third-Party Claim (i) to the extent such Third-Party Claim seeks criminal penalties or injunctive or other equitable relief (other than any such injunctive or other equitable relief that is solely incidental to the granting of money damages) or (ii) if the Indemnitee has reasonably determined in good faith that the Indemnifying Party controlling such defense will affect the Indemnitee or its Group in a materially adverse manner.

(c) If the Indemnifying Party elects not to assume the defense of a Third-Party Claim (or is not permitted to assume the defense of such Third-Party Claim) in accordance with this Agreement, or fails to notify an Indemnitee of its election as provided in Section 6.05(b), such Indemnitee may defend such Third-Party Claim. If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnitees shall, subject to the terms of this Agreement, cooperate with the Indemnifying Party with respect to the defense of such Third-Party Claim.

(d) If the Indemnifying Party elects (and is permitted) to assume the defense of a Third-Party Claim in accordance with the terms of this Agreement, the Indemnifying Party will not be liable for any additional legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third-Party Claim; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third-Party Claim, or the nature of such Third-Party Claim changes such that the Indemnifying Party would no longer be entitled to assume the defense of such Third-Party Claim pursuant to Section 6.05(b), the Indemnitee may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection with such defense. The Indemnifying Party or the Indemnitee, as the case may be, shall have the right to participate in (but, subject to the prior sentence, not control), at its own expense, the defense of any Third-Party Claim that the other is defending as provided in this Agreement. In the event, however, that such Indemnitee reasonably determines that representation by counsel to the Indemnifying Party of both such Indemnifying Party and the Indemnitee could reasonably be expected to present such counsel with a conflict of interest, then the Indemnitee may employ separate counsel to represent or defend it in any such action or proceeding and the Indemnifying Party will pay the reasonable fees and expenses of such counsel.

(e) No Indemnifying Party shall consent to entry of any judgment or enter into any settlement of any Third-Party Claim without the consent of the applicable Indemnitee or Indemnitees; provided, however, that such consent shall not be required if the judgment or settlement: (i) contains no finding or admission of Liability with respect to any such Indemnitee

or Indemnitees; (ii) involves only monetary relief which the Indemnifying Party has agreed to pay; and (iii) includes a full and unconditional release of the Indemnitee or Indemnitees. Notwithstanding the foregoing, the consent of an Indemnitee (not to be unreasonably withheld, conditioned or delayed) shall be required for any entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against such Indemnitee.

(f) Whether or not the Indemnifying Party assumes the defense of a Third-Party Claim, no Indemnitee shall admit any liability with respect to, or settle, compromise or discharge, such Third-Party Claim without the Indemnifying Party's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 6.06. Additional Matters. (a) Any claim on account of a Liability that does not result from a Third-Party Claim shall be asserted by written notice given by the Indemnitee to the Indemnifying Party from which indemnification hereunder is sought. Any failure by an Indemnitee to give notice shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure. Such Indemnifying Party shall have a period of 60 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 60-day period, such Indemnifying Party shall be deemed to have refused to accept responsibility to make payment. If such Indemnifying Party does not respond within such 60-day period or rejects such claim in whole or in part, such Indemnitee shall be free to pursue such remedies as may be available to such Party as contemplated by this Agreement.

(b) In the event of payment by or on behalf of any Indemnifying Party to any Indemnitee in connection with any Third-Party Claim, such Indemnifying Party shall be subrogated to, and shall stand in the place of, such Indemnitee as to any events or circumstances in respect of which such Indemnitee may have any right, defense or claim relating to such Third-Party Claim against any claimant or plaintiff asserting such Third-Party Claim or against any other Person. Such Indemnitee shall cooperate with such Indemnifying Party in a reasonable manner, and at the cost and expense of such Indemnifying Party, in prosecuting any subrogated right, defense or claim.

(c) In the event of an Action with respect to which indemnification may be sought hereunder and in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, the Parties shall endeavor to substitute the Indemnifying Party for the named defendant. If such substitution or addition cannot be achieved for any reason or is not requested, the named defendant shall allow the Indemnifying Party to manage the Action as set forth in Section 6.12, and the Indemnifying Party shall fully indemnify the named defendant against all costs of defending the Action (including court costs, sanctions imposed by a court, attorneys' fees, experts fees and all other external expenses), the costs of any judgment or settlement and the cost of any interest or penalties relating to any judgment or settlement.

(d) If (i) a Party incurs any Liability arising out of this Agreement or any Ancillary Agreement; (ii) an adequate legal or equitable remedy is not available for any reason

against the other Party to satisfy the Liability incurred by the incurring Party; and (iii) a legal or equitable remedy may be available to the other Party against a third party for such Liability, then the other Party shall use its commercially reasonable efforts to cooperate with the incurring Party, at the incurring Party's expense, to permit the incurring Party to obtain the benefits of such legal or equitable remedy against such third party.

SECTION 6.07. Right to Contribution. (a) If any right of indemnification contained in Section 6.02 or Section 6.03 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless any Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by any Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and such Indemnitee and any other Indemnitees entitled to contribution in respect of such Liability, on the other hand, as well as any other relevant equitable considerations.

(b) Solely for purposes of determining relative fault pursuant to this Section 6.07: (i) any fault associated with the business conducted with DT Midstream Assets or the DT Midstream Liabilities (except for the gross negligence or willful misconduct of a member of the DTE Energy Group) or with the ownership, operation or activities of the DT Midstream Business prior to the Distribution shall be deemed to be the fault of DT Midstream and the other members of the DT Midstream Group, and no such fault shall be deemed to be the fault of DTE Energy or any other member of the DTE Energy Group; and (ii) any fault associated with the business conducted with DTE Energy Assets or the DTE Energy Liabilities (except for the gross negligence or willful misconduct of a member of the DT Midstream Group) shall be deemed to be the fault of DTE Energy and the other members of the DTE Energy Group, and no such fault shall be deemed to be the fault of DT Midstream or any other member of the DT Midstream Group.

SECTION 6.08. Remedies Cumulative. The remedies provided in this Article VI shall be cumulative and, subject to the provisions of Section 6.10 and Article X, shall not preclude assertion by any Indemnitee of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

SECTION 6.09. Survival of Indemnities. The rights and obligations of each of DTE Energy and DT Midstream and their respective Indemnitees under this Article VI shall survive the sale or other transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any Liabilities.

SECTION 6.10. Limitation on Liability. Except as may expressly be set forth in this Agreement, none of DTE Energy, DT Midstream or any other member of either Group shall in any event have any Liability to the other or to any other member of the other's Group, or to any other DTE Energy Indemnitee or DT Midstream Indemnitee, as applicable, under this Agreement (i) with respect to any matter to the extent that the Party seeking indemnification has engaged in any violation of Law or fraud in connection therewith or (ii) for any indirect, special, punitive or consequential damages, whether or not caused by or resulting from negligence or breach of obligations hereunder and whether or not informed of the

possibility of the existence of such damages; provided, however, that the provisions of this Section 6.10(ii) shall not limit an Indemnifying Party's indemnification obligations hereunder with respect to any Liability any Indemnitee may have to any third party not affiliated with any member of the DTE Energy Group or the DT Midstream Group, as applicable, for any indirect, special, punitive or consequential damages. Notwithstanding the foregoing, nothing in this Section 6.10 shall limit the Liability of DTE Energy, DT Midstream or any other member of either Group to the other or to any other member of the other's Group, or to any other DTE Energy Indemnitee or DT Midstream Indemnitee, as applicable, with respect to breaches of Section 7.01, Section 7.04, Section 7.05, Section 7.07 or Section 7.09.

SECTION 6.11. Covenant Not to Sue. Each Party hereby covenants and agrees that none of it, the members of such Party's Group or any Person claiming on behalf of such Party or such Group shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any Governmental Authority, alleging that: (a) the assumption of any DT Midstream Liabilities by DT Midstream or any other member of the DT Midstream Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the retention of any DTE Energy Liabilities by DTE Energy or any other member of the DTE Energy Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; or (c) the provisions of this Article VI are void or unenforceable for any reason.

SECTION 6.12. Management of Actions. This Section 6.12 shall govern the management and direction of pending and future Actions in which members of the DTE Energy Group or the DT Midstream Group are named as parties, but shall not alter the allocation of Liabilities set forth in Article II unless otherwise expressly set forth in this Section 6.12.

(a) From and after the Distribution, the DT Midstream Group shall direct the defense or prosecution of any (i) Actions set forth on Schedule XI and (ii) Actions (other than Actions set forth on Schedule XI, Schedule XII or Schedule XIII) that constitute only DT Midstream Liabilities or involve only DT Midstream Assets.

(b) From and after the Distribution, the DTE Energy Group shall direct the defense or prosecution of any (i) Actions set forth on Schedule XII and (ii) Actions (other than Actions set forth on Schedule XI, Schedule XII or Schedule XIII) that constitute only DTE Energy Liabilities or involve only DTE Energy Assets.

(c) From and after the Distribution, the Parties shall separately but cooperatively manage (whether as co-defendants or co-plaintiffs) any (i) Actions set forth in Schedule XIII and (ii) Actions (other than Actions set forth on Schedule XI, Schedule XII or Schedule XIII) that constitute both a DTE Energy Asset or DTE Energy Liability, on the one hand, and a DT Midstream Asset or a DT Midstream Liability, on the other hand (such Actions in clauses (i) and (ii), the "Mixed Actions"). The Parties shall cooperate in good faith and take all reasonable actions to provide for any appropriate joinder or change in named parties to such Mixed Actions such that the appropriate member of each Party or Group is party thereto. The Parties shall reasonably cooperate and consult with each other, and to the extent permissible and necessary or advisable, maintain a joint defense in a manner that would preserve for both Parties

and their respective Affiliates any attorney-client privilege, joint defense or other privilege with respect to any Mixed Action. Notwithstanding anything to the contrary herein, and except as set forth in Schedule XIII, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared equally by the Parties) or retain separate counsel (in which case each Party will bear the cost of its separate counsel) with respect to any Mixed Action; provided that the Parties shall bear their own discovery costs and shall share equally joint litigation costs. In any Mixed Action, each of DTE Energy and DT Midstream may pursue separate defenses, claims, counterclaims or settlements to those claims relating to the DTE Energy Business or the DT Midstream Business, respectively; provided that each Party shall in good faith make reasonable best efforts to avoid adverse effects on the other Party.

(d) To the maximum extent permitted by applicable Law, the rights to recovery of each Party's Subsidiaries in respect of any past, present or future Action are hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Subsidiaries shall execute such further instruments or documents as may be necessary to effect such delegation.

SECTION 6.13. Settlement of Actions. No Party managing an Action (the "Managing Party") pursuant to Section 6.12 shall consent to entry of any judgment or enter into any settlement of any such Action without the prior written consent of the other Party (the "Non-Managing Party") (not to be unreasonably withheld, conditioned or delayed); provided, however, that such Non-Managing Party, including, in the case of a Mixed Action, any co-defendant or co-plaintiff, shall be required to consent to such entry of judgment or to such settlement that the Managing Party may recommend if the judgment or settlement: (i) contains no finding or admission of any violation of Law or any violation of the rights of any Person; (ii) involves only monetary relief which the Managing Party has agreed to pay; and (iii) includes a full and unconditional release of the Non-Managing Party and its applicable related Persons. Notwithstanding the foregoing, in no event shall a Non-Managing Party be required to consent to an entry of judgment or settlement if the effect thereof is to permit any injunction, declaratory judgment, other order or other non-monetary relief to be entered, directly or indirectly, against the Non-Managing Party's Group (other than the determination of equitable relief incidental to the granting of monetary relief).

ARTICLE VII

Access to Information; Privilege; Confidentiality

SECTION 7.01. Agreement for Exchange of Information; Archives. (a) Except in the case of an Adversarial Action or threatened Adversarial Action, and subject to Section 7.01(b), each of DTE Energy and DT Midstream, on behalf of its respective Group, shall provide, or cause to be provided, to the other Party, at any time after the Distribution, as soon as reasonably practicable after written request therefor, any Information relating to time periods on or prior to the Distribution Date in the possession or under the control of such respective Group, which DTE Energy or DT Midstream, or any member of its respective Group, as applicable, reasonably needs (i) to comply with reporting, disclosure, filing or other requirements imposed on DTE Energy or DT Midstream, or any other member of its respective Group, as applicable

(including under applicable securities Laws), by any national securities exchange or any Governmental Authority having jurisdiction over DTE Energy or DT Midstream, or any other member of its respective Group, as applicable, (ii) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, regulatory, litigation or other similar requirements or (iii) to comply with its obligations under this Agreement or any Ancillary Agreement; provided, that any request for information pursuant to this Section 7.01 shall be made in good faith and limited to the extent reasonable to satisfy the good faith basis for such request. The receiving Party shall use any Information received pursuant to this Section 7.01(a) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in clause (i), (ii) or (iii) of the immediately preceding sentence.

(b) In the event that either DTE Energy or DT Midstream determines that the disclosure of any Information pursuant to Section 7.01(a) could be commercially detrimental, violate any Law or Contract or waive or jeopardize any attorney-client privilege, attorney work product protection or other similar privilege or doctrine, such Party shall not be required to provide access to or furnish such Information to the other Party; provided, however, that both DTE Energy and DT Midstream shall take all commercially reasonable measures to permit compliance with Section 7.01(a) in a manner that avoids any such harm or consequence. Both DTE Energy and DT Midstream intend that any provision of access to or the furnishing of Information pursuant to this Section 7.01 that would otherwise be within the ambit of any legal privilege shall not operate as waiver of such privilege.

(c) Each of DT Midstream and DTE Energy agrees, on behalf of itself and each member of the Group of which it is a member, not to disclose or otherwise waive any privilege or protection attaching to any privileged Information relating to a member of the other Group or relating to or arising in connection with the relationship between the Groups at or prior to the Distribution, without providing prompt written notice to and obtaining the prior written consent of the other (not to be unreasonably withheld, conditioned or delayed).

(d) DTE Energy and DT Midstream each agree, on behalf of itself and each member of its respective Group, that it will only process personal data provided to it by the other Group in accordance with all applicable privacy and data protection law obligations (including, to the extent copies of the applicable privacy policies have been provided by one Party to the other, any applicable privacy policies of the DT Midstream Group or the DTE Energy Group, as the case may be) and will implement and maintain at all times appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and accidental loss, destruction, damage, alteration and disclosure. In addition, each Party agrees to provide reasonable assistance to the other Party in respect of any obligations under privacy and data protection legislation affecting the disclosure of such personal data to the other Party and will not knowingly process such personal data in such a way as to cause the other Party to violate any of its obligations under any applicable privacy and data protection legislation.

(e) Without limiting the generality of the foregoing, at any time after the Distribution, if any member of the DTE Energy Group identifies any Information in its possession or under its control (i) that pertains to any DT Midstream Group facilities before the Distribution and (ii) which has not already been delivered to DT Midstream prior to or in

connection with the Distribution, it shall deliver such Information as soon as reasonably practicable to DT Midstream, subject to the provisions of this Article VII. For the avoidance of doubt, nothing in this Section 7.01(e) shall require any member of the DTE Energy Group to conduct any general search or investigation of its files for such Information.

SECTION 7.02. Ownership of Information. Any Information owned by one Group that is provided to the requesting Party hereunder shall be deemed to remain the property of the providing Party. Except as specifically set forth herein or in any Ancillary Agreement, nothing herein shall be construed as granting or conferring rights of license or otherwise in any such Information.

SECTION 7.03. Compensation for Providing Information. DTE Energy and DT Midstream shall reimburse each other for the reasonable costs, if any, in complying with a request for Information pursuant to this Article VII (whether or not such Information was a DT Midstream Asset or a DTE Energy Asset). Except as may be otherwise specifically provided elsewhere in this Agreement, such costs shall be computed in accordance with DT Midstream's or DTE Energy's, as applicable, standard methodology and procedures, but shall not include any mark-up above actual costs.

SECTION 7.04. Record Retention. To facilitate the possible exchange of Information pursuant to this Article VII and other provisions of this Agreement, each Party shall use its reasonable best efforts to retain all Information in such Party's possession relating to the other Party or its businesses, Assets or Liabilities, this Agreement or the Ancillary Agreements (the "Retained Information") in accordance with its respective record retention policies as in effect on the date hereof or such longer period as required by Law, this Agreement or the Ancillary Agreements. Each of DTE Energy and DT Midstream shall use its reasonable best efforts to maintain and continue their respective Group's compliance with all "litigation holds" applicable to any Information in its possession for the pendency of the applicable matter.

SECTION 7.05. Accounting Information. Without limiting the generality of Section 7.01 but subject to Section 7.01(b):

(a) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards or as required by Law for DTE Energy to prepare consolidated financial statements or complete a financial statement audit for any period during which the financial results of the DT Midstream Group were consolidated with those of DTE Energy), DT Midstream shall use its reasonable best efforts to enable and assist DTE Energy to meet its timetable for preparation of its financial statements and to enable and assist DTE Energy's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) DT Midstream shall authorize and direct its auditors to make available to DTE Energy's auditors, within a reasonable time prior to the date of DTE Energy's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of DT Midstream and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable and assist DTE Energy's auditors to perform any procedures they consider reasonably necessary to take responsibility for

the work of DT Midstream's auditors as it relates to DTE Energy's auditors' opinion or report and (ii) until all governmental audits are complete, DT Midstream shall provide reasonable access during normal business hours for DTE Energy's internal auditors, counsel and other designated representatives to (x) the premises of DT Midstream and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of DT Midstream and its Subsidiaries and (y) the officers and employees of DT Midstream and its Subsidiaries, so that DTE Energy may conduct reasonable audits relating to the financial statements provided by DT Midstream and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the DT Midstream Group.

(b) Until the end of the first full fiscal year occurring after the Distribution Date (and for a reasonable period of time afterwards or as required by Law), DTE Energy shall use its reasonable best efforts to enable and assist DT Midstream to meet its timetable for dissemination of its financial statements and to enable and assist DT Midstream's auditors to timely complete their annual audit and quarterly reviews of financial statements. As part of such efforts, to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting, (i) DTE Energy shall authorize and direct its auditors to make available to DT Midstream's auditors, within a reasonable time prior to the date of DT Midstream's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of DTE Energy and (y) work papers related to such annual audits and quarterly reviews, to enable and assist DT Midstream's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of DTE Energy's auditors as it relates to DT Midstream's auditors' opinion or report and (ii) until all governmental audits are complete, DTE Energy shall provide reasonable access during normal business hours for DT Midstream's internal auditors, counsel and other designated representatives to (x) the premises of DTE Energy and its Subsidiaries and all Information (and duplicating rights) within the knowledge, possession or control of DTE Energy and its Subsidiaries and (y) the officers and employees of DTE Energy and its Subsidiaries, so that DT Midstream may conduct reasonable audits relating to the financial statements provided by DTE Energy and its Subsidiaries; provided, however, that such access shall not be unreasonably disruptive to the business and affairs of the DTE Energy Group.

(c) In order to enable the principal executive officer(s) and principal financial officer(s) (as such terms are defined in the rules and regulations of the Commission) of DTE Energy to make any certifications required of them under Section 302 or 906 of the Sarbanes-Oxley Act of 2002, DT Midstream shall, within a reasonable period of time following a request from DTE Energy in anticipation of filing such reports, cause its principal executive officer(s) and principal financial officer(s) to provide DTE Energy with certifications of such officers in support of the certifications of DTE Energy's principal executive officer(s) and principal financial officer(s) required under Section 302 or 906 of the Sarbanes-Oxley Act of 2002 with respect to DTE Energy's Quarterly Report on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs (unless such quarter is the fourth fiscal quarter), each subsequent fiscal quarter through the third fiscal quarter of the year in which the Distribution Date occurs and DTE Energy's Annual Report on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs. Such certifications shall be provided in substantially the same forms and manners as such DT Midstream officers provided prior to the Distribution (reflecting any changes in certifications necessitated by the Spin-Off or any other transactions related thereto) or as otherwise agreed upon between DTE Energy and DT Midstream.

SECTION 7.06. Limitations of Liability. (a) Each of DTE Energy (on behalf of itself and each other member of the DTE Energy Group) and DT Midstream (on behalf of itself and each other member of the DT Midstream Group) understands and agrees that neither Party is representing or warranting in any way as to the accuracy or sufficiency of any Information exchanged or disclosed under this Agreement.

(b) Neither DTE Energy nor DT Midstream shall have any Liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the providing Person. Neither DTE Energy nor DT Midstream shall have any Liability to the other Party if any Information is destroyed after reasonable best efforts by DT Midstream or DTE Energy, as applicable, to comply with the provisions of Section 7.04.

SECTION 7.07. Production of Witnesses; Records; Cooperation. (a) Without limiting any of the rights or obligations of the Parties pursuant to Section 7.01 or Section 7.04, after the Distribution Date and until the second anniversary thereof, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, each of DTE Energy and DT Midstream shall use their reasonable best efforts to make available, upon written request, (i) the former, current and future directors, officers, employees, other personnel and agents of the Persons in its respective Group (whether as witnesses or otherwise) and (ii) any books, records or other documents within its control or that it otherwise has the ability to make available, in each case, to the extent that such Person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action, Commission comment or review or threatened or contemplated Action, Commission comment or review (including preparation for any such Action, Commission comment or review) in which either DTE Energy or DT Midstream or any Person or Persons in its Group, as applicable, may from time to time be involved, regardless of whether such Action, Commission comment or review or threatened or contemplated Action, Commission comment or review is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all reasonable out-of-pocket costs and expenses in connection therewith.

(b) Without limiting the foregoing, DTE Energy and DT Midstream shall use their reasonable best efforts to reasonably cooperate and consult with each other to the extent reasonably necessary with respect to any Actions or threatened or contemplated Actions (including in connection with preparation for any such Action), other than an Adversarial Action or threatened or contemplated Adversarial Action.

(c) The obligation of DTE Energy and DT Midstream to use their reasonable best efforts to make available former, current and future directors, officers, employees and other personnel and agents or provide witnesses and experts pursuant to this Section 7.07 is intended, other than in respect of an Adversarial Action or threatened or contemplated Adversarial Action, to be interpreted in a manner to facilitate cooperation and shall include the obligation to make

available employees and other officers without regard to whether such individual or the employer of such individual could assert a possible business conflict. Without limiting the foregoing, each of DTE Energy and DT Midstream agrees that neither it nor any Person or Persons in its respective Group will take any adverse action against any employee of its Group based on such employee's provision of assistance or information to each other pursuant to this Section 7.07.

SECTION 7.08. Privileged Matters. (a) The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution (whether by outside counsel, in-house counsel or other legal professionals) have been and will be rendered for the collective benefit of each of the members of the DTE Energy Group and the DT Midstream Group, and that each of the members of the DTE Energy Group and the DT Midstream Group shall be deemed to be the client with respect to such services for the purposes of asserting all privileges which may be asserted under applicable Law in connection therewith. The Parties recognize that legal and other professional services will be provided following the Distribution, which services will be rendered solely for the benefit of the DTE Energy Group or the DT Midstream Group, as the case may be.

(b) The Parties agree as follows:

(i) DTE Energy shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the DTE Energy Business and not to the operations of the DT Midstream Business, whether or not the privileged Information is in the possession or under the control of any member of the DTE Energy Group or any member of the DT Midstream Group. DTE Energy shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any DTE Energy Assets or DTE Energy Liabilities and not any DT Midstream Assets or DT Midstream Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the DTE Energy Group or any member of the DT Midstream Group;

(ii) DT Midstream shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to the operations of the DT Midstream Business and not to the DTE Energy Business, whether or not the privileged Information is in the possession or under the control of any member of the DT Midstream Group or any member of the DTE Energy Group. DT Midstream shall also be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities in connection with any privileged Information that relates solely to any DT Midstream Assets or DT Midstream Liabilities and not any DTE Energy Assets or DTE Energy Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the privileged Information is in the possession or under the control of any member of the DT Midstream Group or any member of the DTE Energy Group; and

(iii) if the Parties do not agree as to whether certain information is privileged Information, then such Information shall be treated as privileged Information, and the Party that believes that such information is privileged Information shall be entitled to control the assertion or waiver of all privileges and immunities in connection with any such information until such time as it is finally judicially determined that such information is not privileged Information or unless the Parties otherwise agree.

(c) Subject to the remaining provisions of this Section 7.08, the Parties agree that DTE Energy shall be entitled, in perpetuity, to control the assertion or waiver of all privileges and immunities not allocated pursuant to Section 7.08(b) in connection with any Actions or threatened or contemplated Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement. Upon the reasonable request of DTE Energy or DT Midstream, in connection with any Action or threatened or contemplated Action contemplated by this Article VII, other than any Adversarial Action or threatened or contemplated Adversarial Action, DTE Energy and DT Midstream will enter into a mutually acceptable common interest agreement to maintain to the extent practicable any applicable attorney-client privilege, work product immunity or similar privilege or immunity of any member of either Group.

(d) If any dispute arises between the Parties or any members of their respective Group regarding whether a privilege or immunity should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of privileged Information subject to a shared privilege or immunity or as to which the other Party has the sole right hereunder to assert a privilege or immunity, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the privileged Information and to assert any rights it or they may have, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information; provided that if such Party is prohibited by applicable Law from disclosing the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the privileged Information and to assert its rights, under this Section 7.08 or otherwise, to prevent the production or disclosure of such privileged Information.

(f) The Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, shall not be deemed a waiver of any privilege that has been or may be asserted under this Agreement or otherwise. The Parties further agree that (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of Section 7.09 shall not be deemed to constitute a waiver of any privilege or immunity that has been or may be asserted under this Agreement or otherwise with respect to such privileged Information and (ii) the Party receiving such privileged Information shall promptly return such privileged Information to the Party who has the right to assert the privilege or immunity.

SECTION 7.09. Confidential Information. (a) Each of DTE Energy and DT Midstream, on behalf of itself and each Person in its respective Group, shall hold, and cause its respective directors, officers, employees, agents, accountants, subcontractors, counsel and other advisors and representatives to hold, in strict confidence, and not release or disclose, and protect with at least the same degree of care, but no less than a reasonable degree of care, that it applies to its own confidential and proprietary Information pursuant to policies in effect as of the Distribution Date, all Information concerning the other Group or its business that is either in its possession (including Information in its possession prior to the Distribution) or furnished by the other Group or its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement, and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except, in each case, to the extent that such Information is (i) in the public domain through no fault of any member of the DTE Energy Group or the DT Midstream Group, as applicable, or any of its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (ii) later lawfully acquired from other sources by any of DTE Energy, DT Midstream or its respective Group, employees, directors or agents, accountants, counsel and other advisors and representatives, as applicable, which sources are not themselves bound by a confidentiality obligation to the knowledge of any of DTE Energy, DT Midstream or Persons in its respective Group, as applicable, (iii) independently generated after the date hereof without reference to any proprietary or confidential Information of the DTE Energy Group or the DT Midstream Group, as applicable, or (iv) required to be disclosed by Law; provided, however, that the Person required by Law to disclose such Information gives the applicable Person prompt, and to the extent reasonably practicable and legally permissible, prior notice of such disclosure and an opportunity to contest such disclosure and shall use reasonable best efforts to cooperate, at the expense of the requesting Person, in seeking any reasonable protective arrangements requested by such Person. In the event that such appropriate protective order or other remedy is not obtained, the Person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is required by Law to be disclosed and shall use reasonable best efforts to ensure that confidential treatment is accorded such Information. Notwithstanding the foregoing, each of DTE Energy and DT Midstream may release or disclose, or permit to be released or disclosed, any such Information concerning the other Group (x) to their respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of the obligations hereunder with respect to such Information) and (y) to any nationally recognized statistical rating organization as it reasonably deems necessary, solely for the purpose of obtaining a rating of

securities or other debt instruments upon normal terms and conditions; provided, however, that the Party whose Information is being disclosed or released to such rating organization must be promptly notified thereof by the disclosing Party.

(b) Without limiting the foregoing, when any Information concerning the other Group or its business is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each of DTE Energy and DT Midstream, as applicable, will, promptly after the request of the other Party, either return all Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party, as applicable, that it has destroyed such Information, other than, in each case, any such Information electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel.

SECTION 7.10. Conflicts Waiver. Each of the Parties acknowledges, on behalf of itself and each other member of its Group, notwithstanding anything to the contrary contained herein, that DTE Energy has retained Cravath, Swaine & Moore LLP (the “Known Counsel”) to act as its counsel in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby. DT Midstream hereby agrees on behalf of itself and each member of its Group that, notwithstanding anything to contrary contained herein, in the event that a dispute arises between or among (x) any member of the DT Midstream Group, any DT Midstream Indemnitee or any of their respective Affiliates, on the one hand, and (y) any member of the DTE Energy Group, any DTE Energy Indemnitee or any of their respective Affiliates, on the other hand, the Known Counsel may represent any member of the DTE Energy Group, any DTE Energy Indemnitee or any of their respective Affiliates in such dispute even though the interests of such Person may be directly adverse to any Person described in clause (x), and even though such Known Counsel may have represented a Person described in clause (x), in a matter substantially related to such dispute, or may be handling ongoing matters for a Person described in clause (x), and DT Midstream hereby waives, on behalf of itself and each other Person described in clause (x), as applicable, any conflict of interest in connection with such representation by such Known Counsel. Each of DT Midstream and DTE Energy, on behalf of itself and each other member of its Group, agrees to take, and to cause their respective then-Affiliates to take, all steps necessary to implement the intent of this Section 7.10. Each of DT Midstream and DTE Energy, on behalf of itself and each other member of its Group, further agrees that the Known Counsel and its respective partners and employees are third party beneficiaries of this Section 7.10.

ARTICLE VIII

Insurance

SECTION 8.01. Maintenance of Insurance. For the period beginning as of the date hereof and ending on the date immediately prior to the Distribution Date, DTE Energy shall (i) cause the members of the DT Midstream Group and their respective employees, officers and directors to continue to be covered as insured parties under DTE Energy’s policies of insurance in a manner which is no less favorable than the coverage provided for the DTE Energy Group and (ii) permit the members of the DT Midstream Group and their respective employees,

officers and directors to submit claims relating to, arising out of or resulting from facts, circumstances, events or matters that occurred prior to the Distribution Date to the extent permitted under such policies. With respect to any policies currently procured by DT Midstream for the sole benefit of the DT Midstream Group, DT Midstream shall continue to maintain such insurance coverage through the Distribution Date in a manner no less favorable than currently provided. Except as otherwise expressly permitted in this Article VIII, DTE Energy and DT Midstream acknowledge that, as of the date immediately prior to the Distribution Date, DTE Energy intends to take such action as it may deem necessary or desirable to remove the members of the DT Midstream Group and their respective employees, officers and directors as insured parties under any policy of insurance issued to any member of the DTE Energy Group by any insurance carrier effective as of the date immediately prior to the Distribution Date. The DT Midstream Group will not be entitled on or following the Distribution Date to make any claims for insurance thereunder to the extent such claims are based upon facts, circumstances, events or matters occurring on or after the Distribution Date or to the extent any claims are made pursuant to any DTE Energy claims-made policies on or after the Distribution Date. No member of the DTE Energy Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any such insurance policy. Notwithstanding the foregoing, DTE Energy shall, and shall cause the other members of the DTE Energy Group to, use reasonable best efforts to take such actions as are necessary to cause all insurance policies of the DTE Energy Group that as of the date immediately prior to the Distribution Date provide coverage to or with respect to the members of the DT Midstream Group and their respective employees, officers and directors to continue to provide such coverage with respect to acts, omissions or events occurring prior to the Distribution Date in accordance with their terms as if the Distribution had not occurred; provided, however, that in no event shall DTE Energy be required to extend or maintain coverage under claims-made policies with respect to any claims first made against a member of the DT Midstream Group or first reported to the insurer on or after the Distribution Date.

SECTION 8.02. Claims Under DTE Energy Insurance Policies. (a) On and after the Distribution Date, the members of each of the DTE Energy Group and the DT Midstream Group shall have the right to assert DTE Energy Policy Pre-Separation Insurance Claims and the members of the DT Midstream Group shall have the right to participate with DTE Energy to resolve DTE Energy Policy Pre-Separation Insurance Claims under the applicable DTE Energy insurance policies up to the full extent of the applicable and available limits of liability of such policy. DTE Energy or DT Midstream, as the case may be, shall have primary control over those DTE Energy Policy Pre-Separation Insurance Claims for which the DTE Energy Group or the DT Midstream Group, respectively, bears the underlying loss, subject to the terms and conditions of the relevant policy of insurance governing such control; provided that only DTE Energy shall have the authority to settle or otherwise resolve any DTE Energy Policy Pre-Separation Insurance Claims with the applicable insurer(s), subject, in the case of any DTE Energy Policy Pre-Separation Insurance Claims for which the DT Midstream Group bears the underlying loss, to the prior written consent of DT Midstream (which consent shall not be unreasonably withheld, conditioned or delayed). If a member of the DT Midstream Group is unable to assert a DTE Energy Policy Pre-Separation Insurance Claim because it is no longer an “insured” or “additional insured” under a DTE Energy insurance policy, then DTE Energy shall, to the extent permitted by applicable Law and the terms of such insurance policy, assert such claim in its own name and deliver the Insurance Proceeds to DT Midstream.

(b) With respect to DTE Energy Policy Pre-Separation Insurance Claims, whether or not known or reported on or prior to the Distribution Date, DT Midstream shall, or shall cause the applicable member of the DT Midstream Group to, report such claims arising from the DT Midstream Business as soon as practicable to each of DTE Energy and the applicable insurer(s), and DT Midstream shall, or shall cause the applicable member of DT Midstream Group to, individually, and not jointly, assume and be responsible (including, upon the request of DTE Energy, by reimbursement to DTE Energy for amounts paid or payable by it) for the reimbursement liability (including any deductible, coinsurance or retention payment) related to its portion of the liability, unless otherwise agreed in writing by DTE Energy. Each of DTE Energy and DT Midstream shall, and shall cause each member of the DTE Energy Group and DT Midstream Group, respectively, to, cooperate and assist the applicable member of the DT Midstream Group and the DTE Energy Group, as applicable, with respect to such claims. The applicable member of the DT Midstream Group shall provide to DTE Energy any collateral (or a letter of credit the face value of which is an amount equal to the value of such collateral) in respect of the reimbursement obligations as may reasonably be requested by the insurers and, upon the request of DTE Energy, any other collateral required by the insurers in respect of insurance policies under which DTE Energy Policy Pre-Separation Insurance Claims may be recoverable based upon DTE Energy's reasonable estimate of the proportion of the requested collateral attributable to claims that may be made by the DT Midstream Group. DTE Energy agrees that DTE Energy Policy Pre-Separation Insurance Claims of members of the DT Midstream Group shall receive the same priority as DTE Energy Policy Pre-Separation Insurance Claims of members of the DTE Energy Group and be treated equitably in all respects, including in connection with deductibles, retentions and coinsurance.

SECTION 8.03. Insurance Proceeds. Any Insurance Proceeds received by the DTE Energy Group for members of the DT Midstream Group or by the DT Midstream Group for members of the DTE Energy Group shall be for the benefit, respectively, of the DT Midstream Group and the DTE Energy Group, as applicable. Any Insurance Proceeds received for the benefit of both the DTE Energy Group and the DT Midstream Group shall be distributed pro rata based on the respective share of the underlying loss.

SECTION 8.04. Claims Not Reimbursed. DTE Energy shall not be liable to DT Midstream for claims, or portions of claims, not reimbursed by insurers under any policy for any reason, including coinsurance provisions, deductibles, quota share deductibles, self-insured retentions, bankruptcy or insolvency of any insurance carrier(s), policy limitations or restrictions (including exhaustion of limits), any coverage disputes, any failure to timely file a claim by any member of the DTE Energy Group or any member of the DT Midstream Group or any defect in such claim or its processing. In the event that insurable claims of both DTE Energy and DT Midstream (or the members of their respective Groups) exist relating to the same occurrence, the Parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense and shall not settle or compromise any such claim without the consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed subject to the terms and conditions of the applicable insurance policy). Nothing in this Section 8.04 shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

SECTION 8.05. D&O Policies.

(a) On and after the Distribution Date, DTE Energy shall not, and shall cause the members of the DTE Energy Group not to, take any action that would limit the coverage of the individuals who acted as directors, officers or employees of DT Midstream (or members of the DT Midstream Group) prior to the Distribution Date under any directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, “D&O Policies”) maintained by the members of the DTE Energy Group in respect of claims relating to a period prior to the Distribution Date. DTE Energy shall, and shall cause the members of the DTE Energy Group to, reasonably cooperate with the individuals who acted as directors, officers or employees of DT Midstream (or members of the DT Midstream Group) prior to the Distribution Date in their pursuit of any coverage claims under such D&O Policies which could inure to the benefit of such individuals. DTE Energy shall, and shall cause members of the DTE Energy Group to, allow DT Midstream and its agents and representatives, upon reasonable prior notice and during regular business hours, to examine and make copies of the relevant D&O Policies maintained by DTE Energy and members of the DTE Energy Group pursuant to this Section 8.05. DTE Energy shall provide, and shall cause other members of the DTE Energy Group to provide, such cooperation as is reasonably requested by DT Midstream in order for DT Midstream to have in effect on and after the Distribution Date such new D&O Policies as DT Midstream deems appropriate with respect to claims relating to a period on or after the Distribution Date.

(b) Except as provided in this Section 8.05, the DTE Energy Group may, at any time, without liability or obligation to the DT Midstream Group, amend, commute, terminate, buy-out, extinguish liability under or otherwise modify any “occurrence-based” insurance policy or “claims-made-based” insurance policy (and such claims will be subject to any such amendments, commutations, terminations, buy-outs, extinguishments and modifications); provided, however, that DTE Energy will immediately notify DT Midstream of any termination of any insurance policy.

SECTION 8.06. Insurance Cooperation. The Parties shall use reasonable best efforts to cooperate with respect to the various insurance matters contemplated by this Article VIII.

ARTICLE IX

Further Assurances and Additional Covenants

SECTION 9.01. Further Assurances. (a) In addition to the actions specifically provided for elsewhere in this Agreement, but subject to the express limitations of this Agreement and of the Ancillary Agreements, each of the Parties shall, subject to Section 5.03, use reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements to consummate and make effective the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, but subject to the express limitations of this Agreement and of the Ancillary Agreements, prior to, on and after the Distribution Date, each Party shall cooperate with the other Party, without any further consideration, but at the

expense of the requesting Party, (i) to execute and deliver, or use reasonable best efforts to execute and deliver, or cause to be executed and delivered all instruments, including any instruments of conveyance, assignment and transfer as such Party may reasonably be requested to execute and deliver by the other Party, (ii) to make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all Consents of any Governmental Authority or any other Person under any permit, license, Contract, indenture or other instrument, (iii) to obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Spin-Off and (iv) to take, or cause to be taken, all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement, the Ancillary Agreements and any transfers of Assets or assignments and assumptions of Liabilities hereunder and thereunder and the other transactions contemplated hereby and thereby.

(c) On or prior to the Distribution Date, DTE Energy and DT Midstream, in their respective capacities as direct and indirect shareholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by DT Midstream or any other Subsidiary of DTE Energy, as the case may be, to effectuate the transactions contemplated by this Agreement.

(d) Prior to the Distribution, if either Party identifies any commercial or other service that is needed to ensure a smooth and orderly transition of its business in connection with the consummation of the transactions contemplated hereby, and that is not otherwise governed by the provisions of this Agreement or any Ancillary Agreement, the Parties will cooperate in good faith to determine whether there is a mutually acceptable arm's-length basis on which the other Party will provide such service.

SECTION 9.02. Non-Solicit and No-Hire. (a) Except as set forth in Section 2.02 of the EMA, each Party covenants and agrees that, from the Distribution Date through the 24-month anniversary of the Distribution Date, (i) it shall not, and shall cause its respective Subsidiaries not to, directly or indirectly, employ, hire, enter into an agency or consulting relationship with, recruit or solicit for employment, or interfere with the employment of, any employee of the members of the other Group ("Restricted Employees"), provided that the foregoing restrictions shall not apply to (A) any Restricted Employee whose employment was involuntarily terminated by the applicable Party or its Affiliates, (B) any Restricted Employee who has not been employed by the applicable Party or any of its Subsidiaries for at least six months, (C) any Restricted Employee whose prospective employment is agreed to in writing and signed by the highest level human resources officer at both companies and (D) any Restricted Employee who responds to general solicitations not targeted at Restricted Employees (including through the use of recruiting firms not directed at Restricted Employees) or advertisement in any newspaper, magazine, trade publication, electronic medium or other media; and (ii) it shall use reasonable best efforts to inform each of its Group's officers and managers, and any of its other employees with responsibility for recruitment or hiring of employees, of the restrictions set forth in this Section 9.02(a).

(b) If a final and non-appealable judicial determination is made that any provision of this Section 9.02 constitutes an unreasonable or otherwise unenforceable restriction

with respect to any particular jurisdiction, the provisions of this Section 9.02 will not be rendered void but will be deemed to be modified solely with respect to the applicable jurisdiction to the minimum extent necessary to remain in force and effect for the greatest period and to the greatest extent that such court determines constitutes a reasonable restriction under the circumstances.

ARTICLE X

Termination

SECTION 10.01. Termination. This Agreement may be terminated by DTE Energy at any time, in its sole discretion, prior to the Distribution.

SECTION 10.02. Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, neither Party (nor any member of their Group or any of their respective directors or officers) shall have any Liability or further obligation to the other Party or any member of its Group under this Agreement or the Ancillary Agreements.

ARTICLE XI

Miscellaneous

SECTION 11.01. Counterparts; Entire Agreement; Corporate Power. (a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by electronic or PDF signature and scanned and exchanged by electronic mail, and such electronic or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the Ancillary Agreements and any Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

(c) DTE Energy represents on behalf of itself and each other member of the DTE Energy Group, and DT Midstream represents on behalf of itself and each other member of the DT Midstream Group, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform each of this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(ii) this Agreement and each Ancillary Agreement to which it is a party has been (or, in the case of any Ancillary Agreement, will be on or prior to the Distribution Date) duly executed and delivered by it and constitutes, or will constitute, a valid and binding agreement of it enforceable in accordance with the terms thereof.

SECTION 11.02. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Subsidiaries, Affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby or thereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 11.02 and Section 11.12 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT PROVIDED HEREUNDER.

SECTION 11.03. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, either Party may assign this Agreement without consent of the other Party in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's Assets or (b) the sale of all or substantially all of such Party's Assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party as promptly as reasonably practicable following the assignment. No assignment permitted by this Section 11.03 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

SECTION 11.04. Third-Party Beneficiaries. Except as expressly set forth in Section 7.10 and for the indemnification rights under this Agreement of any DTE Energy Indemnitee or DT Midstream Indemnitee in their respective capacities as such, (a) the provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 11.05. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person,

(b) on the date received, if sent by a nationally recognized delivery or courier service, (c) upon written confirmation of receipt after transmittal by electronic mail or (d) upon the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to DTE Energy, to:

DTE Energy Company
One Energy Plaza
Detroit, Michigan 48226-1279
Attn: JoAnn Chavez, Senior Vice President and Chief Legal Officer
email: joann.chavez@dteenergy.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attn: Erik Tavzel
Andrew Elken
email: etavzel@cravath.com
aelken@cravath.com

If to DT Midstream, to:

DT Midstream, Inc.
One Energy Plaza
Detroit, Michigan 48226-1279
Attn: Wendy Ellis, General Counsel and Corporate Secretary
email: wendy.ellis@dtmidstream.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attn: Erik Tavzel
Andrew Elken
email: etavzel@cravath.com
aelken@cravath.com

Either Party may, by notice to the other Party, change the address and identity of the Person to which such notices and copies of such notices are to be given. Each Party agrees that nothing in this Agreement shall affect the other Party's right to serve process in any other manner permitted by Law.

SECTION 11.06. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 11.07. Publicity. Each of DTE Energy and DT Midstream shall consult with the other, and shall, subject to the requirements of Section 7.09, provide the other Party the opportunity to review and comment upon, any press releases or other public statements in connection with the Spin-Off or any of the other transactions contemplated hereby and any filings with any Governmental Authority or national securities exchange with respect thereto, in each case prior to the issuance or filing thereof, as applicable (including the Information Statement, the Parties' respective Current Reports on Form 8-K to be filed on the Distribution Date, the Parties' respective Quarterly Reports on Form 10-Q filed with respect to the fiscal quarter during which the Distribution Date occurs, or if such quarter is the fourth fiscal quarter, the Parties' respective Annual Reports on Form 10-K filed with respect to the fiscal year during which the Distribution Date occurs (each such Quarterly Report on Form 10-Q or Annual Report on Form 10-K, a "First Post-Distribution Report")). Each Party's obligations pursuant to this Section 11.07 shall terminate on the date on which such Party's First Post-Distribution Report is filed with the Commission.

SECTION 11.08. Expenses. Except as expressly set forth in this Agreement or in any Ancillary Agreement, all third-party fees, costs and expenses paid or incurred in connection with the Spin-Off will be paid by the Party incurring such fees or expenses, whether or not the Distribution is consummated, or as otherwise agreed by the Parties. Notwithstanding the foregoing, DTE Energy and DT Midstream shall each bear the costs and expenses incurred or paid as of the Distribution Date in connection with the Spin-Off for the services and to the financial, legal, accounting and other advisors set forth below their respective names on Schedule XV.

SECTION 11.09. Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.10. Survival of Covenants. Except as expressly set forth in this Agreement, the covenants in this Agreement and the Liabilities for the breach of any obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

SECTION 11.11. **Waivers of Default.** No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 11.12. **Specific Performance.** Subject to Section 5.03 and notwithstanding the procedures set forth in Article XI, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

SECTION 11.13. **No Admission of Liability.** The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between DTE Energy and the other members of the DTE Energy Group, on one hand, and DT Midstream and the other members of the DT Midstream Group, on the other hand, and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any third party, including with respect to the Liabilities of any non-wholly owned subsidiary of DTE Energy or DT Midstream.

SECTION 11.14. **Amendments.** No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 11.15. **Interpretation.** Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires. The terms "hereof", "herein", "herewith" and words of similar import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any Schedule to this Agreement or to any Ancillary Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule is attached, as applicable. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified from time to time (subject to any restrictions

on such amendments, supplements or modifications set forth herein). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “\$” or dollar amounts are to the lawful currency of the United States of America. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

DTE ENERGY COMPANY

By: /s/ David Ruud

Name: David Ruud
Title: Senior Vice President &
Chief Financial Officer

DT MIDSTREAM, INC.

By: /s/ David Slater

Name: David Slater
Title: President & Chief Executive Officer

[Signature Page to Separation and Distribution Agreement]

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
DT MIDSTREAM, INC.**

DT Midstream, Inc., a corporation organized and existing under the laws of the State of Delaware (the “Corporation”), hereby certifies as follows:

1. The name of the Corporation is DT Midstream, Inc. The Corporation’s original Certificate of Incorporation was filed with the office of the Secretary of State of the State of Delaware on January 13, 2021 and was further amended by the Certificate of Amendment filed with the Secretary of State of the State of Delaware on June 4, 2021 (as in effect immediately prior to the adoption and effectiveness hereof, the “Original Certificate of Incorporation”).

2. This Amended and Restated Certificate of Incorporation (as further amended from time to time in accordance with the provisions hereof and including, without limitation, the terms of any certificate of designation with respect to any series of Preferred Stock (as defined below), this “Certificate of Incorporation”) was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (as it may be amended from time to time, the “DGCL”) and shall be effective as of 12:01 a.m. Eastern Time on July 1, 2021.

3. The Original Certificate of Incorporation is hereby amended and restated to read in its entirety as follows:

**ARTICLE I
NAME**

SECTION 1.01. Name. The name of the Corporation is DT Midstream, Inc.

**ARTICLE II
REGISTERED OFFICE**

SECTION 2.01. Registered Office and Agent. The address of the Corporation’s registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE III
PURPOSE**

SECTION 3.01. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

**ARTICLE IV
CAPITAL STOCK**

SECTION 4.01. Authorized Capital Stock. The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 600,000,000 shares, consisting of 550,000,000 shares of common stock, par value \$0.01 per share (“Common Stock”), and 50,000,000 shares of preferred stock, par value \$0.01 per share (“Preferred Stock”).

SECTION 4.02. Increase or Decrease in Authorized Capital Stock. The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class (the “Voting Stock”), irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor

provision thereto), without a separate vote of the holders of the class or classes the number of authorized shares of which are being increased or decreased, unless a vote by any holders of one or more series of Preferred Stock is required by the express terms of any series of Preferred Stock as provided for or fixed pursuant to the provisions of SECTION 4.04 of this Certificate of Incorporation.

SECTION 4.03. Common Stock.

(a) The holders of shares of Common Stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders of the Corporation on which the holders of shares of Common Stock are entitled to vote. The holders of shares of Common Stock shall not have cumulative voting rights. Except as otherwise required by law or this Certificate of Incorporation, and subject to the rights of the holders of shares of Preferred Stock, if any, at any annual or special meeting of the stockholders of the Corporation, the holders of shares of Common Stock shall have the right to vote for the election of directors and on all other matters properly submitted to a vote of the stockholders; provided, however, that, except as otherwise required by law, holders of shares of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms, number of shares, powers, designations, preferences or relative, participating, optional or other special rights (including, without limitation, voting rights), or to qualifications, limitations or restrictions thereof, of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the DGCL.

(b) Subject to the rights of the holders of shares of Preferred Stock, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions (payable in cash, property or capital stock of the Corporation) when, as and if declared thereon by the board of directors of the Corporation (the “Board”) from time to time out of any assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in such dividends and distributions.

(c) In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, and subject to the rights of the holders of shares of Preferred Stock in respect thereof, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation legally available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them.

(d) The holders of shares of Common Stock shall not be entitled to any preemptive rights or preferential rights to subscribe for shares of the capital stock of the Corporation.

SECTION 4.04. Preferred Stock.

(a) The Board is expressly authorized to issue from time to time shares of Preferred Stock in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board. The Board is further authorized, subject to limitations prescribed by law, to fix by resolution or resolutions and to set forth in a certification of designation filed pursuant to the DGCL the powers, designations, preferences and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, of any wholly unissued series of Preferred Stock, including, without limitation, dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including, without limitation, sinking fund provisions), redemption price or prices and liquidation preferences of any such series, and the number of shares constituting any such series and the designation thereof, or any of the foregoing.

(b) The Board is further authorized to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series of Preferred Stock, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, stated in this Certificate of Incorporation or the resolution of the Board originally fixing the number of shares of such series. If the number of shares of any series of Preferred Stock is so decreased, then the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V
BOARD OF DIRECTORS

SECTION 5.01. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authorities expressly conferred upon it by this Certificate of Incorporation or the Bylaws of the Corporation (as they may be amended from time to time, the “Bylaws”), the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by this Certificate of Incorporation or by the Bylaws required to be exercised or done by the stockholders.

SECTION 5.02. Number of Directors; Election; Term.

(a) The number of directors that shall constitute the entire Board shall be fixed, from time to time, exclusively by the Board, subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, if any.

(b) Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors:

(1) From the effective date of this ARTICLE V until the election of directors at the 2024 annual meeting of stockholders, the Board shall be divided into three classes of directors, Class I, Class II and Class III (each class as nearly equal in number as possible), with the directors in Class I having a term initially expiring at the 2022 annual meeting of stockholders, the directors in Class II having a term initially expiring at the 2023 annual meeting of stockholders and the directors in Class III having a term expiring at the 2024 annual meeting of stockholders, and in each case until his or her respective successor shall have been duly elected and qualified. The initial assignment of directors to each such class shall be made by the Board.

(2) Each director elected at the 2022 or 2023 annual meeting of stockholders shall belong to the same class of the director whose term shall have then expired and who is being succeeded by such director. Each Class I director elected at the 2022 annual meeting of stockholders and each Class II director elected at the 2023 annual meeting of stockholders shall hold office until the 2024 annual meeting of stockholders and in each case until his or her respective successor shall have been duly elected and qualified.

(3) At all times prior to the 2024 annual meeting of stockholders or such other time as the Board is no longer classified under Section 141(d) of the DGCL (or any successor provision thereto), any newly created directorships or any decrease in directorships shall be apportioned among the classes by the Board as to make all classes as nearly equal in number as possible.

(4) Commencing with the 2024 annual meeting of stockholders or such other time as the Board is no longer classified under Section 141(d) of the DGCL (or any successor provision thereto), each director shall be elected annually and shall hold office until the next succeeding annual meeting of stockholders and until his or her respective successor shall have been duly elected and qualified.

(c) Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, each director shall serve until such director’s successor is duly elected and qualified or until such director’s earlier death, resignation or removal.

(d) Elections of directors need not be by written ballot unless the Bylaws shall so provide.

(e) Notwithstanding any of the other provisions of this ARTICLE V, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of the certificate of designation for such series of Preferred Stock, and such directors so elected shall not be divided into classes pursuant to this ARTICLE V unless expressly provided by such terms. During any period when the holders of any series of Preferred Stock have the

right to elect additional directors as provided for or fixed pursuant to the provisions of this ARTICLE V, then upon commencement and for the duration of the period during which such right continues: (i) the then otherwise total authorized number of directors of the Corporation shall automatically be increased by such specified number of directors, and the holders of such Preferred Stock shall be entitled to elect the additional directors so provided for or fixed pursuant to such provisions, and (ii) each such additional director shall serve until such director's successor shall have been duly elected and qualified, or until such director's right to hold such office terminates pursuant to such provisions, whichever occurs earlier, subject to such director's earlier death, resignation or removal. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such series of stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation or removal of such additional directors, shall forthwith terminate, and the total authorized number of directors of the Corporation shall be reduced accordingly.

SECTION 5.03. Removal. Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, any removal of a director by the stockholders of the Corporation shall require the affirmative vote of the holders of a majority of the Voting Stock. A director of the Corporation may be removed from office at any time by the stockholders (i) at all times prior to the 2024 annual meeting of stockholders or such other time as the Board is no longer classified under Section 141(d) of the DGCL (or any successor provision thereto), only for cause and (ii) commencing with the 2024 annual meeting of stockholders or such other time, with or without cause.

SECTION 5.04. Vacancies and Newly Created Directorships. Subject to the rights of holders of any series of Preferred Stock with respect to the election of directors, vacancies occurring on the Board for any reason and newly created directorships resulting from an increase in the number of directors may be filled only by vote of a majority of the remaining members of the Board, although less than a quorum, or by a sole remaining director, at any meeting of the Board, and not by the stockholders. Prior to the 2024 annual meeting of stockholders, a person so elected by the Board to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such person shall have been assigned by the Board and until such person's successor shall be duly elected and qualified. Following the 2024 annual meeting of stockholders, a person so elected by the Board to fill a vacancy or a newly created directorship shall hold office until the first annual meeting of stockholders next succeeding his or her election and until such person's successor shall be duly elected and qualified. No decrease in the number of directors shall shorten the term of any incumbent director.

ARTICLE VI **AMENDMENT OF BYLAWS**

SECTION 6.01. Amendment of Bylaws. In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to adopt, amend, alter or repeal the Bylaws. The Bylaws may also be adopted, amended, altered or repealed by the stockholders of the Corporation only pursuant to ARTICLE VI of the Bylaws (as such Article may be renumbered as a result of any amendment, alteration, repeal or adoption of any other Article of the Bylaws).

ARTICLE VII **STOCKHOLDERS**

SECTION 7.01. No Action by Written Consent of Stockholders. Except as otherwise expressly provided by the terms of any series of Preferred Stock permitting the holders of such series of Preferred Stock to act by written consent, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation and may not be effected by written consent in lieu of a meeting, and the ability of the stockholders to consent in writing to the taking of any action is specifically denied.

SECTION 7.02. Special Meetings. Except as otherwise expressly provided by the terms of any series of Preferred Stock permitting the holders of such series of Preferred Stock to call a special meeting of the holders of such series, special meetings of the stockholders of the Corporation may be called only by the chairperson of the Board, the chief executive officer of the Corporation or the Board, and the ability of the stockholders to call a special meeting of the stockholders is hereby specifically denied.

SECTION 7.03. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

ARTICLE VIII **LIMITATION OF LIABILITY AND INDEMNIFICATION**

SECTION 8.01. Limitation of Personal Liability. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

SECTION 8.02. Indemnification and Advancement of Expenses.

(a) Each person who was or is made a party or is threatened to be made a party to, or was or is otherwise directly involved in (including as a witness), any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that such person or a person of whom such person is the legal representative is or was, at any time during which this provision is in effect (whether or not such person continues to serve in such capacity at the time any indemnification pursuant hereto is sought or at the time any Proceeding relating thereto exists or is brought), a director or officer of the Corporation (or any of its direct or indirect wholly owned subsidiaries) or is or was at any such time a director or officer of the Corporation (or any of its direct or indirect wholly owned subsidiaries) serving at the request of the Corporation as a director, officer, trustee, employee, partner, member or agent of another corporation or of a partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (or any of its direct or indirect wholly owned subsidiaries) (a “Covered Person”), whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, trustee, employee, partner, member or agent or in any other capacity while serving as a director, officer, trustee, employee, partner, member or agent, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized or permitted by the DGCL against all expense, liability and loss (including attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Covered Person in connection therewith, and such indemnification shall continue as to a Covered Person who has ceased to be a director, officer, trustee, employee, partner, member or agent and shall inure to the benefit of such Covered Person’s heirs, executors and personal and legal representatives. A director’s or officer’s right to indemnification conferred by this SECTION 8.02(a) shall include the right to be paid, upon request, by the Corporation the expenses incurred in defending or otherwise participating in any Proceeding in advance of its final disposition, provided that such request includes a written undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such director or officer is not entitled to be indemnified by the Corporation under this ARTICLE VIII or otherwise. Notwithstanding the foregoing, except for proceedings to enforce any director’s or officer’s rights to indemnification or any director’s or officer’s rights to advancement of expenses, the Corporation shall not be obligated to indemnify any director or officer (or such director’s or officer’s heirs, executors or personal or legal representatives), or advance expenses of any director or officer (or such director’s or officer’s heirs, executors or personal or legal representatives), in connection with any proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized by the Board.

(b) If a claim for indemnification under SECTION 8.02(a) of this Certificate of Incorporation is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation or if a request for advancement of expenses under SECTION 8.02(a) of this Certificate of Incorporation is not paid in full by the Corporation within 20 days after a statement and the required undertaking, if any, have been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount.

of the claim for indemnification or request for advancement of expenses and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action that, under the DGCL, the claimant has not met the standard of conduct that makes it permissible for the Corporation to indemnify the claimant for the amount claimed or that the claimant is not entitled to the requested advancement of expenses, but (except where the required undertaking, if any, has not been tendered to the Corporation) the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board, independent counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because such claimant has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including the Board, independent counsel or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

SECTION 8.03. Non-Exclusivity of Rights. The rights to indemnification and advancement of expenses conferred in SECTION 8.02 of this Certificate of Incorporation shall neither be exclusive of, nor be deemed in limitation of, any rights to which any Covered Person may otherwise be or become entitled or permitted under this Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors or otherwise.

SECTION 8.04. Insurance. To the fullest extent authorized or permitted by the DGCL, the Corporation may purchase and maintain insurance on behalf of any current or former director or officer of the Corporation against any liability asserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this ARTICLE VIII or otherwise.

SECTION 8.05. Persons Other Than Directors and Officers. This ARTICLE VIII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, or to purchase and maintain insurance on behalf of, persons other than those persons described in the first sentence of SECTION 8.02 of this Certificate of Incorporation or to advance expenses to persons other than directors and officers of the Corporation.

SECTION 8.06. Effect of Modifications. Any amendment, repeal or modification of any provision contained in this ARTICLE VIII shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors or officers) and shall not adversely affect any right or protection of any current or former director or officer of the Corporation existing at the time of such amendment, repeal or modification with respect to any acts or omissions occurring prior to such amendment, repeal or modification.

ARTICLE IX **MISCELLANEOUS**

SECTION 9.01. Forum for Certain Actions. Unless a majority of the Board, acting on behalf of the Corporation, consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action or proceeding asserting a claim against the Corporation or any of its directors, officers or other employees or stockholders arising pursuant to, or seeking to enforce any right, obligation or remedy under, any provision of Delaware law (as may be amended from time to time), this Certificate of Incorporation or the Bylaws, (iv) any action or proceeding asserting a claim against the Corporation or any of its directors, officers or other employees or stockholders governed by the internal affairs doctrine or any other action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL (or any successor provision thereto) or (v) any action or proceeding as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware (each, a "Covered Proceeding"); provided that, if and only if the Court of Chancery of the State of Delaware does not have jurisdiction, the action or proceeding may be brought in any other state or federal court located within the State of Delaware. If any action the subject matter of which is a Covered Proceeding is filed in a court other than a court located within the State of Delaware (a "Foreign Action") in the name of any person or entity, such person or

entity shall be deemed to have consented to (a) the personal jurisdiction of the state and federal courts within the State of Delaware in connection with any action brought in any such court to enforce the immediately preceding sentence (an “Enforcement Action”) and (b) by having service of process made upon such person or entity in any such Enforcement Action by service upon such person’s or entity’s counsel in the Foreign Action as agent for such person or entity. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this SECTION 9.01 and waived any argument relating to the inconvenience of the forums referenced above in connection with any Covered Proceeding. This SECTION 9.01 shall not apply to any claims brought to enforce any liability or duty created by the Securities Act of 1933 or the Securities Exchange Act of 1934.

SECTION 9.02. Amendments. The Corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL; and all rights, preferences and privileges herein conferred upon stockholders of the Corporation by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this SECTION 9.02. In addition to any other vote that may be required by law, applicable stock exchange rule or the terms of any series of Preferred Stock, the affirmative vote of the holders of at least a majority of the Voting Stock shall be required to amend, alter, repeal or adopt any provision of this Certificate of Incorporation.

SECTION 9.03. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance, person or entity for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be signed by a duly authorized officer of the Corporation on this 25th day of June, 2021.

DT MIDSTREAM, INC.

By: /s/ Wendy Ellis

Name: Wendy Ellis

Title: General Counsel & Corporate Secretary

[*Signature Page to Amended and Restated Certificate of Incorporation*]

**AMENDED AND RESTATED BYLAWS
OF
DT MIDSTREAM, INC.**

(hereinafter called the "Corporation")

**ARTICLE I
MEETINGS OF STOCKHOLDERS**

SECTION 1.01. Place of Meetings. Meetings of the stockholders of the Corporation for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware, as shall be designated from time to time by the board of directors of the Corporation (the "Board").

SECTION 1.02. Annual Meetings. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of such other business as may properly be brought before the meeting in accordance with these amended and restated bylaws of the Corporation (as amended from time to time in accordance with the provisions hereof, these "Bylaws") shall be held on such date and at such time as shall be designated from time to time by the Board. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

SECTION 1.03. Special Meetings. Unless otherwise required by law or by the Certificate of Incorporation of the Corporation (as amended from time to time and including, without limitation, the terms of any certificate of designation with respect to any series of preferred stock, the "Certificate of Incorporation"), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called only by the Chairperson of the Board, the Chief Executive Officer or the Board. The ability of the stockholders of the Corporation to call a special meeting of stockholders is hereby specifically denied. At a special meeting of stockholders, only such business shall be conducted as shall be specified in the notice of meeting. The Chairperson of the Board, the Chief Executive Officer or the Board may postpone, reschedule or cancel any special meeting of stockholders previously scheduled by the Board.

SECTION 1.04. Notice. Whenever stockholders of the Corporation are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by law or the Certificate of Incorporation, written notice of any meeting shall be

given either personally, by mail or by electronic transmission (if permitted under the circumstances by the General Corporation Law of the State of Delaware (as amended from time to time, the “DGCL”)) not less than ten nor more than 60 days before the date of the meeting, by or at the direction of the Chairperson of the Board, the Chief Executive Officer or the Board, to each stockholder entitled to vote at such meeting as of the record date for determining stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at the stockholder’s address as it appears on the stock transfer books of the Corporation. If notice is given by means of electronic transmission, such notice shall be deemed to be given when the notice is transmitted. Any stockholder may waive notice of any meeting before or after the meeting. The attendance of a stockholder at any meeting shall constitute a waiver of notice of such meeting, except where the stockholder attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 1.05. Adjournments. Any meeting of stockholders of the Corporation may be adjourned from time to time to reconvene at the same or some other place by holders of a majority of the voting power of the Corporation’s capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, though less than a quorum, or by any officer entitled to preside at or to act as secretary of such meeting, and notice need not be given of any such adjourned meeting if the time and place thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, notice of the adjourned meeting in accordance with the requirements of SECTION 1.04 of these Bylaws shall be given to each stockholder of record entitled to vote at the meeting. If, after the adjournment, a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting.

SECTION 1.06. Quorum. Unless otherwise required by applicable law or the Certificate of Incorporation, the holders of a majority of the voting power of the Corporation’s capital stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to such vote. If a quorum shall not be present or represented at any meeting of stockholders, either the chairperson of the meeting or the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, in the manner provided in SECTION 1.05 of these Bylaws, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

SECTION 1.07. Voting.

(a) Matters Other Than Election of Directors. Any matter brought before any meeting of stockholders of the Corporation, other than the election of directors, shall be decided by the affirmative vote of the holders of a majority of the voting power of the Corporation's capital stock present in person or represented by proxy at the meeting and entitled to vote on such matter, voting as a single class, unless the matter is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such matter. Votes may be cast in person or by proxy as provided in SECTION 1.10 of these Bylaws. The Board, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in such officer's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(b) Election of Directors. Subject to the rights of the holders of any series of preferred stock to elect directors under specified circumstances, election of directors at all meetings of the stockholders at which directors are to be elected shall be by a plurality of the votes cast at any meeting for the election of directors at which a quorum is present.

SECTION 1.08. Voting of Stock of Certain Holders. Shares of stock of the Corporation standing in the name of another corporation or entity, domestic or foreign, and entitled to vote may be voted by such officer, agent or proxy as the bylaws or other internal regulations of such corporation or entity may prescribe or, in the absence of such provision, as the board of directors or comparable body of such corporation or entity may determine. Shares of stock of the Corporation standing in the name of a deceased person, a minor, an incompetent or a debtor in a case under Title 11, United States Code, and entitled to vote may be voted by an administrator, executor, guardian, conservator, debtor-in-possession or trustee, as the case may be, either in person or by proxy, without transfer of such shares into the name of the official or other person so voting. A stockholder whose shares of stock of the Corporation are pledged shall be entitled to vote such shares, unless on the transfer records of the Corporation such stockholder has expressly empowered the pledgee to vote such shares, in which case only the pledgee, or the pledgee's proxy, may vote such shares.

SECTION 1.09. Treasury Stock. Shares of stock of the Corporation belonging to the Corporation, or to another corporation a majority of the shares entitled to vote in the election of directors of which are held by the Corporation, shall not be voted at any meeting of stockholders of the Corporation and shall not be counted in the total number of outstanding shares for the purpose of determining whether a quorum is present. Nothing in this SECTION 1.09 shall limit the right of the Corporation to vote shares of stock of the Corporation held by it in a fiduciary capacity.

SECTION 1.10. Proxies. Each stockholder entitled to vote at a meeting of stockholders of the Corporation may authorize another person or persons to act for such

stockholder by proxy filed with the secretary of the Corporation (the “Secretary”) before or at the time of the meeting. No such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

SECTION 1.11. No Consent of Stockholders in Lieu of Meeting. Except as otherwise expressly provided by the terms of any series of preferred stock permitting the holders of such series of preferred stock to act by written consent, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation, and, as specified by the Certificate of Incorporation, the ability of the stockholders to consent in writing to the taking of any action is specifically denied.

SECTION 1.12. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make or have prepared and made, at least ten days before every meeting of stockholders of the Corporation, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

SECTION 1.13. Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders of the Corporation or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than ten days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as

the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this SECTION 1.13 at the adjourned meeting.

SECTION 1.14. Organization and Conduct of Meetings. The Chairperson of the Board shall act as chairperson of meetings of stockholders of the Corporation. The Board may designate any other director or officer of the Corporation to act as chairperson of any meeting in the absence of the Chairperson of the Board, and the Board may further provide for determining who shall act as chairperson of any meeting of stockholders in the absence of the Chairperson of the Board and such designee. The Board may adopt by resolution such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairperson of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to adjourn the meeting to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (iii) rules and procedures for maintaining order at the meeting and the safety of those present; (iv) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (v) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (vi) limitations on the time allotted to questions or comments by participants. Except to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 1.15. Inspectors of Election. In advance of any meeting of stockholders of the Corporation, the Chairperson of the Board, the Chief Executive Officer or the Board, by resolution, shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

SECTION 1.16. Nature of Business at Meetings of Stockholders.

(a) General. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's proxy materials with respect to such meeting given by or at the direction of the Board (or any duly authorized committee thereof), (ii) otherwise properly brought before the annual meeting by or at the direction of the Board (or any duly authorized committee thereof) or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (A) who is a stockholder of record on the date of the giving of the notice provided for in this SECTION 1.16 and on the record date for the determination of stockholders entitled to notice of and to vote at such annual meeting, (B) who is entitled to vote at such annual meeting and (C) who complies with the notice procedures set forth in this SECTION 1.16. In addition to the other requirements set forth in this SECTION 1.16, a stockholder may not transact any business at an annual meeting unless (1) such stockholder and any beneficial owner on whose behalf such business is proposed (each, a "Proposing Party") acted in a manner consistent with the representation made in the Business Solicitation Representation (as defined below) and (2) such business is a proper matter for stockholder action under the DGCL. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "Exchange Act")), at an annual meeting of stockholders.

(b) Timing of Notice. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the annual meeting is convened more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so received no more than 120 days prior to such annual meeting nor less than the later of (i) 90 days prior to such annual meeting and (ii) ten days after the day on which Public Disclosure of the date of the meeting was made. In no event shall an adjournment of an annual meeting, or a postponement of an annual meeting for which notice has been given, or the Public Disclosure thereof, commence a new time period for the giving of a stockholder's notice as described above.

(c) Form of Notice. To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each matter each Proposing Party proposes to bring before the annual meeting, a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, the text of such business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the text of the proposed amendment); (ii) the name and address of each Proposing Party and any Stockholder Associated Person (as defined below); (iii)(A) the

class or series and number of shares of capital stock (if any) of the Corporation that are, directly or indirectly, owned beneficially or of record by each Proposing Party or any Stockholder Associated Person and (B) the date such Proposing Party or Stockholder Associated Person acquired each such share of capital stock of the Corporation; (iv)(A) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including, without limitation, due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the holder thereof may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by each Proposing Party or any Stockholder Associated Person, (B) any proxy, contract, arrangement, understanding or relationship pursuant to which any Proposing Party or any Stockholder Associated Person has a right to vote any class or series of shares of the Corporation, (C) any Short Interest (as defined below) held by or involving any Proposing Party or any Stockholder Associated Person, (D) any rights to dividends on the shares of the Corporation owned beneficially by any Proposing Party or any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (E) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which any Proposing Party or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (F) any performance-related fees (other than an asset-based fee) that any Proposing Party or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including, without limitation, any such interests held by members of such Proposing Party's or such Stockholder Associated Person's immediate family sharing the same household, (G) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by any Proposing Party or any Stockholder Associated Person and (H) any direct or indirect interest of any Proposing Party or any Stockholder Associated Person in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, without limitation, any employment agreement, collective bargaining agreement or consulting agreement), which information described in this clause (iv) shall be supplemented by such stockholder not later than ten days after the record date for the meeting to disclose such

information as of the record date; (v) a description of all arrangements or understandings between any Proposing Party or any Stockholder Associated Person and any other person or persons (including their names) in connection with the proposal of such business by such Proposing Party and any material interest of any Proposing Party and any Stockholder Associated Person in such business; (vi) a representation that such stockholder is a holder of record or beneficial owner of shares of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the annual meeting to bring such business before the meeting; (vii) a Business Solicitation Representation; (viii) a representation that each Proposing Party and any Stockholder Associated Person shall provide any other information reasonably required by the Corporation to determine if such notice is in proper form; (ix) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by each Proposing Party and any Stockholder Associated Person; and (x) any other information relating to each Proposing Party that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for stockholder proposals pursuant to Section 14 of the Exchange Act or the rules and regulations promulgated thereunder (the “Proxy Rules”).

(d) Definitions. For purposes of these Bylaws, (i) “Business Solicitation Representation” shall mean, with respect to any Proposing Party, a representation as to whether or not such Proposing Party or any Stockholder Associated Person will deliver a proxy statement and form of proxy to the holders of at least the percentage of the Corporation’s voting shares required under applicable law to adopt such proposed business or otherwise to solicit proxies from stockholders in support of such proposal; (ii) ”Public Disclosure” shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act; (iii) “Stockholder Associated Person” shall mean, with respect to any Proposing Party, Nominating Party (as defined below) or Eligible Stockholder (as defined below) (A) any person directly or indirectly controlling, controlled by, under common control with or acting in concert with such Proposing Party, Nominating Party or Eligible Stockholder (as applicable), (B) any member of the immediate family of such Proposing Party, Nominating Party or Eligible Stockholder (as applicable) sharing the same household or (C) any beneficial owner on whose behalf such Proposing Party, Nominating Party or Eligible Stockholder (as applicable) is acting; and (iv) “Short Interest” shall mean any agreement, arrangement, understanding, relationship or otherwise, including, without limitation, any repurchase or similar so-called “stock borrowing” agreement or arrangement, involving any Proposing Party or any Nominating Party, as applicable, or any Stockholder Associated Person of any Proposing Party or Nominating Party, as applicable, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Proposing Party or such Nominating Party, as applicable, or any Stockholder Associated Person of any Proposing Party or Nominating Party, as applicable, with respect to any class or series of

shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of shares of the Corporation.

(e) Improper Business. No business shall be conducted at the annual meeting of stockholders of the Corporation except business brought before the annual meeting in accordance with the procedures set forth in this SECTION 1.16; provided that business related to the election or nomination of directors shall be governed by the provisions of SECTION 1.17 and not by this SECTION 1.16. If the chairperson of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the business was not properly brought before the meeting, and such business shall not be transacted. Notwithstanding the foregoing provisions of this SECTION 1.16, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to propose business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this SECTION 1.16, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders, and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

SECTION 1.17. Nomination of Directors.

(a) General. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided in the Certificate of Incorporation with respect to the right, if any, of holders of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances and except as may otherwise be provided in the Proxy Rules. Nominations of persons for election to the Board may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (i) by or at the direction of the Board (or any duly authorized committee thereof) or (ii) by any stockholder of the Corporation (A) who is a stockholder of record on the date of the giving of the notice provided for in this SECTION 1.17 and on the record date for the determination of stockholders entitled to notice of and to vote at such meeting, (B) who is entitled to vote at such meeting and (C) who complies with the notice procedures set forth in this SECTION 1.17. In addition to the other requirements set forth herein, a stockholder may not present a nominee for election at an annual or a special meeting unless such stockholder, and any beneficial owner on whose behalf such nomination is made, acted in a manner consistent with the representations made in the Nominee Solicitation Representation (as defined below).

(b) Timing of Notice. In addition to any other applicable requirements, for a nomination to be made by a stockholder of the Corporation, such stockholder must

have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice must be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the annual meeting is convened more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so received no more than 120 days prior to such annual meeting nor less than the later of (A) 90 days prior to such annual meeting and (B) ten days after the earlier of (1) the day on which notice of the date of the meeting was mailed or (2) the day on which Public Disclosure of the date of the meeting was made; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, (A) not less than 90 days nor more than 120 days prior to such special meeting or (B) no more than ten days after the earlier of (1) the day on which notice of the date of the special meeting was mailed or (2) the day on which Public Disclosure of the date of the special meeting was made, if such day is less than 100 days prior to the date of the special meeting. In no event shall an adjournment of an annual or a special meeting, or a postponement of such a meeting for which notice has been given, or the public disclosure thereof, commence a new time period for the giving of a stockholder's notice as described above. Notwithstanding the foregoing, in the event that the number of directors to be elected to the Board at the annual meeting is increased effective after the time period for which nominations would otherwise be due under this SECTION 1.17 and there is no Public Disclosure by the Corporation naming the nominees for the additional directorships at least 90 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this SECTION 1.17 shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which such Public Disclosure is first made by the Corporation.

(c) Form of Notice. To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (each, a "Stockholder Nominee") (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class or series and number of shares of capital stock (if any) of the Corporation that are, directly or indirectly, owned beneficially or of record by such person, and (D) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors required pursuant to the Proxy Rules; (ii) the name and address of the stockholder giving the notice and the beneficial owner, if any, on whose behalf such nomination is made (each, a "Nominating Party") and any Stockholder Associated Person; (iii) as to each Nominating Party, (A)(1) the class or series and number of shares of capital stock of the Corporation that are, directly or indirectly, owned beneficially or of record by each Nominating Party or any Stockholder Associated Person and (2) the date such Nominating Party or Stockholder Associated Person acquired each such share of capital stock of the Corporation; (iv)(A) any Derivative Instrument directly or indirectly owned beneficially by each Nominating Party or any Stockholder Associated Person, (B) any proxy,

contract, arrangement, understanding or relationship pursuant to which any Nominating Party or any Stockholder Associated Person has a right to vote any class or series of shares of the Corporation, (C) any Short Interest held by or involving any Nominating Party or any Stockholder Associated Person, (D) any rights to dividends on the shares of the Corporation owned beneficially by any Nominating Party or any Stockholder Associated Person that are separated or separable from the underlying shares of the Corporation, (E) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which any Nominating Party or any Stockholder Associated Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (F) any performance-related fees (other than an asset-based fee) that any Nominating Party or any Stockholder Associated Person is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including, without limitation, any such interests held by members of such Nominating Person's or such Stockholder Associated Person's immediate family sharing the same household, (G) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by any Nominating Party or any Stockholder Associated Person and (H) any direct or indirect interest of any Nominating Party or any Stockholder Associated Person in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, without limitation, any employment agreement, collective bargaining agreement or consulting agreement), which information described in this clause (iv) shall be supplemented by such stockholder not later than ten days after the record date for the meeting to disclose such information as of the record date; (v) a description of all arrangements or understandings between any Nominating Party or any Stockholder Associated Person and each Stockholder Nominee or any other person or persons (including their names) pursuant to which the nomination(s) are to be made; (vi) a representation that such stockholder is a holder of record or beneficial owner of shares of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the persons named in its notice; (vii) a representation (a "Nominee Solicitation Representation") as to whether or not such Nominating Party or any Stockholder Associated Person will deliver a proxy statement and form of proxy to a number of holders of the Corporation's voting shares reasonably believed by such Nominating Party to be sufficient to elect its Stockholder Nominee or Nominees or otherwise to solicit proxies from stockholders in support of such nominations; (viii) a representation that each Nominating Party and any Stockholder Associated Person shall provide any other information reasonably required by the Corporation to determine if such notice is in proper form; (ix) a written questionnaire with respect to the background and qualification of each Stockholder Nominee and the background of any other person or entity on whose behalf the nomination is being made (in the form provided by the Secretary upon written request); (x) a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the

Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation; (xi) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among each Nominating Party and any Stockholder Associated Person, on the one hand, and each Stockholder Nominee, and his or her respective affiliates or associates or other parties with whom they are acting in concert, on the other hand, including all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if such Nominating Party, Stockholder Associated Person or any person acting in concert therewith, were the "Registrant" for purposes of such rule and each nominee were a director or executive of such registrant; (xii) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by each Nominating Party and any Stockholder Associated Person; and (xiii) any other information relating to each Nominating Party that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the Proxy Rules. Such notice must be accompanied by a written consent of each Stockholder Nominee to being named as a nominee and to serve as a director if elected. The Corporation may require any Stockholder Nominee to furnish such other information as it may reasonably require to determine the eligibility of such Stockholder Nominee to serve as a director of the Corporation, including any additional information as necessary to determine if such Stockholder Nominee is independent under applicable listing standards, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors.

(d) **Defective Nominations.** No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this SECTION 1.17. If the chairperson of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the chairperson shall declare to the meeting that the nomination was defective, and such defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this SECTION 1.17, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the

Corporation. For purposes of this SECTION 1.17, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders, and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

SECTION 1.18. Proxy Access for Director Nominations. The Corporation shall include in its proxy statement for any annual meeting of stockholders the name, together with the Required Information (defined below), of any Stockholder Nominee identified in a timely notice that satisfies SECTION 1.17 delivered by one or more stockholder who at the time the request is delivered satisfy, or are acting on behalf of persons who satisfy the ownership and other requirements of this SECTION 1.18 (such stockholder or stockholders, the “Eligible Stockholder”), and who expressly elects at the time of providing the notice required by this ARTICLE I to have its Stockholder Nominee included in the Corporation’s proxy materials pursuant to this SECTION 1.18.

(a) For purposes of this SECTION 1.18, the “Required Information” that the Corporation will include in its proxy statement is (i) the information concerning the Stockholder Nominee and the Eligible Stockholder and any Stockholder Associated Person that, as determined by the Corporation, is required to be disclosed in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission, and (ii) if the Eligible Stockholder so elects, a Statement (defined below).

(b) The Corporation shall not be required to include a Stockholder Nominee in the Corporation’s proxy materials for any meeting of stockholders for which (i) the Secretary receives a notice that the Eligible Stockholder has nominated a person for election to the Board of Directors pursuant to the notice requirements set forth in SECTION 1.17 and (ii) the Eligible Stockholder does not expressly elect at the time of providing the notice to have its Stockholder Nominee included in the Corporation’s proxy materials pursuant to this SECTION 1.18.

(c) The number of Stockholder Nominees appearing in the Corporation’s proxy materials with respect to an annual meeting of stockholders (including Stockholder Nominees elected to the Board of Directors at either of the two preceding annual meetings who are standing for re-election and any Stockholder Nominees that were submitted by an Eligible Stockholder for inclusion in the Corporation’s proxy materials pursuant to this SECTION 1.18 and either are subsequently withdrawn or that the Board decides to nominate (each, a “Board Nominee”) shall not exceed the greater of (i) two or (ii) 20 percent of the number of directors in office (rounded down to the nearest whole number) as of the last day on which notice of a nomination may be delivered pursuant to this SECTION 1.18 (the “Final Proxy Access Nomination Date”). In the event that one or more vacancies for any reason occurs after the Final Proxy Access Nomination Date but before the date of the annual meeting and the Board resolves to reduce the size of the Board in connection therewith, the maximum number of Stockholder Nominees for inclusion in the Corporation’s proxy materials shall be calculated based on the number of

directors in office as so reduced. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this SECTION 1.18 exceeds this maximum number, each Eligible Stockholder shall select one Stockholder Nominee for inclusion in the Corporation's proxy materials until the maximum number is reached, going in the order of the amount (largest to smallest) of shares of the Corporation's capital stock each Eligible Stockholder disclosed as owned in the written notice of the nomination submitted to the Corporation. If the maximum number is not reached after each Eligible Stockholder has selected one Stockholder Nominee, this selection process shall continue as many times as necessary, following the same order each time, until the maximum number is reached.

(d) An Eligible Stockholder must have owned (as defined below) three percent or more of the Corporation's outstanding capital stock continuously for at least three years (the "Required Shares") as of both the date the written notice of the nomination is delivered to or mailed and received by the Corporation in accordance with SECTION 1.17 and the record date for determining stockholders entitled to vote at the meeting and must continue to own the Required Shares through the meeting date. For purposes of satisfying the foregoing ownership requirement under this subsection (d), (i) the shares of common stock owned by one or more stockholders, or by the person or persons who own shares of the Corporation's common stock and on whose behalf any stockholder is acting, may be aggregated, provided that the number of stockholders and other persons whose ownership of shares is aggregated for such purpose shall not exceed 20, and (ii) any two or more funds that are (A) under common management and funded primarily by a single employer or (B) a "group of investment companies," as such term is defined in section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended, shall be treated as one stockholder or person for this purpose. Within the time period specified in this SECTION 1.18 for providing notice of a nomination, an Eligible Stockholder must provide the following information in writing to the Secretary (in addition to the information required to be provided by SECTION 1.17): (1) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period) verifying that, as of a date within seven calendar days prior to the date the written notice of the nomination is delivered to or mailed and received by the Corporation, the Eligible Stockholder and any Stockholder Associated Person own, and have owned continuously for the preceding three years, the Required Shares, and the Eligible Stockholder's agreement to provide, within five business days after the record date for the meeting, written statements from the record holder and intermediaries verifying the Eligible Stockholder's (and/or any Stockholder Associated Person's) continuous ownership of the Required Shares through the record date, (2) the written consent of each Stockholder Nominee to be named in the proxy statement as a nominee and to serving as a director if elected, (3) a copy of the Schedule 14N that has been filed with the Securities and Exchange Commission as required by Rule 14a-18 under the Exchange Act, as may be amended, (4) a representation that the Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder hereunder) (x) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have such intent, (y) has not nominated and will not nominate for election to the Board at the meeting any person

other than the Stockholder Nominee(s) being nominated pursuant to this SECTION 1.18, (z) has not engaged and will not engage in, and has not and will not be, a “participant” in another person’s “solicitation” within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the meeting other than its Stockholder Nominee or a Board Nominee, (xx) will not distribute to any stockholder any form of proxy for the meeting other than the form distributed by the Corporation, and (yy) will provide facts, statements and other information in all communications with the Corporation and its stockholders that are or will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (5) an undertaking that the Eligible Stockholder agrees to (x) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder’s (and/or any Stockholder Associated Person’s) communications with the stockholders of the Corporation or out of the information that the Eligible Stockholder provided to the Corporation, (y) indemnify and hold harmless the Corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Stockholder pursuant to this SECTION 1.18, (z) file with the Securities and Exchange Commission all soliciting and other materials as required under SECTION 1.17 and (xx) comply with all other applicable laws, rules, regulations and listing standards with respect to any solicitation in connection with the meeting. The inspector of elections shall not give effect to the Eligible Stockholder’s (and/or any Stockholder Associated Person’s) votes with respect to the election of directors if the Eligible Stockholder does not comply with each of the representations in clause (4) above.

(e) For purposes of this SECTION 1.18, an Eligible Stockholder and any Stockholder Associated Person shall be deemed to “own” only those outstanding shares of the Corporation’s capital stock as to which the stockholder possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; *provided* that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (x) sold by such stockholder in any transaction that has not been settled or closed, (y) borrowed by such stockholder for any purposes or purchased by such stockholder pursuant to an agreement to resell or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such stockholder, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Corporation’s capital stock, in any such case which instrument or agreement has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such stockholder’s full right to vote or direct the voting of any such shares, and/or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such stockholder. A person shall “own” shares held in the name of a nominee or other intermediary so long as the person retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A person’s ownership of

shares shall be deemed to continue during any period in which the stockholder has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement that is revocable at any time by the stockholder. A person's ownership of shares shall be deemed to continue during any period in which the person has loaned such shares; provided that the person has the power to recall such loaned shares on five business days' notice. Whether outstanding shares of the Corporation capital stock are "owned" for these purposes shall be determined by the Board of Directors, which determination shall be conclusive and binding on the Corporation and its stockholders.

(f) The Eligible Stockholder may provide to the Secretary, within the time period specified in SECTION 1.17 for providing notice of a nomination, a written statement for inclusion in the Corporation's proxy statement for the meeting, not to exceed 500 words, in support of the Stockholder Nominee's candidacy (the "Statement"). Notwithstanding anything to the contrary contained in this ARTICLE I, the Corporation may omit from its proxy materials any information or Statement that it believes would violate any applicable law, rule, regulation or listing standard.

(g) The Corporation shall not be required to include, pursuant to this SECTION 1.18, a Stockholder Nominee in its proxy materials (i) if the Eligible Stockholder who has nominated such Stockholder Nominee, or any Stockholder Associated Person, has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a director at the meeting other than its Stockholder Nominee(s) or a Board Nominee, (ii) who is not independent under applicable listing standards, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors, (iii) whose election as a member of the Board would cause the Corporation to be in violation of these Bylaws, the Certificate of Incorporation, the listing standards of the principal exchange upon which the Corporation's capital stock is traded, or any applicable state or federal law, rule or regulation, (iv) who is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (v) who is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in such a criminal proceeding within the past ten years, (vi) who is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (vii) if such Stockholder Nominee or the applicable Eligible Stockholder or any Stockholder Associated Person shall have provided information to the Corporation in respect to such nomination that was untrue in any material respect or omitted to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading, as determined by the Board, or (viii) if the Eligible Stockholder or any Stockholder Associated Person or applicable Stockholder Nominee otherwise contravenes any of the agreements or representations made by such Eligible Stockholder, Stockholder Associated Person or Stockholder Nominee or fails to comply with its obligations pursuant to this ARTICLE I.

(h) In addition to the information required to be provided by the Eligible Stockholder by SECTION 1.17 and SECTION 1.18, each Stockholder Nominee and each Board Nominee shall provide to the Secretary of the Corporation, within two weeks of receipt of the Secretary's written request therefore, the following information: (i) a complete copy of the Corporation's form of director's questionnaire and (ii) the consent of the Stockholder Nominee to the Corporation engaging in a background investigation of the Stockholder Nominee, including the possible use of one or more third parties to assist with the investigation.

(i) Notwithstanding anything to the contrary set forth herein, the Board or the person presiding over the meeting shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation, if (i) the Stockholder Nominee(s) and/or the applicable Eligible Stockholder or any Stockholder Associated Person shall have breached its or their obligations, agreements or representations under this Article I, as determined by the Board or the person presiding at the meeting, or (ii) the Eligible Stockholder or a Stockholder Associated Person (or a qualified representative thereof) does not appear at the meeting to present any nomination pursuant to this SECTION 1.18.

(j) The Eligible Stockholder and any Stockholder Associated Person (including any person who owns shares that constitute part of such Eligible Stockholder's or Stockholder Associated Person's ownership for purposes of satisfying this ARTICLE I) shall file with the Securities and Exchange Commission any solicitation or other communication with the stockholders of the Corporation relating to the meeting at which the Stockholder Nominee will be nominated, regardless of whether any such filing is required under Regulation 14A of the Exchange Act or whether any exemption from filing is available for such solicitation or other communication under Regulation 14A of the Exchange Act.

(k) No person may be a member of more than one group of persons constituting an Eligible Stockholder under this SECTION 1.18.

SECTION 1.19. Exchange Act. Notwithstanding the provisions of SECTION 1.16, SECTION 1.17 and SECTION 1.18 above, a stockholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in such sections.

SECTION 1.20. Remote Communication. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication,

provided that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

ARTICLE II DIRECTORS

SECTION 2.01. Number. The number of directors that shall constitute the entire Board shall be fixed, from time to time, exclusively by the Board, subject to the rights of holders of any series of preferred stock with respect to the election of directors, if any.

SECTION 2.02. Duties and Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation required to be exercised or done by the stockholders.

SECTION 2.03. Meetings. The Board may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board shall be held at such time and at such place as may from time to time be determined by the Board. Special meetings of the Board may be called by the Chairperson of the Board (if there be one), the Chief Executive Officer or the Board and shall be held at such place, on such date and at such time as he, she or it shall specify.

SECTION 2.04. Notice. Notice of regular meetings of the Board or of any adjourned meeting thereof need not be given. Notice of each special meeting of the Board stating the place, date and time of the meeting shall be given to each director by mail addressed to such director at such director's residence or usual place of business not less than 48 hours before the meeting or by notifying each director either personally, by telephone or by electronic transmission not less than 24 hours before the meeting, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. If mailed, such notice shall be deemed to be given at the time when deposited in the United States mail with first class postage thereon

prepaid. If notice is given by means of electronic transmission, such notice shall be deemed to be given when the notice is transmitted. Any director may waive notice of any meeting before or after the meeting. The attendance of a director at any special meeting shall constitute a waiver of notice of such meeting, except where the director attends the meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board need be specified in any notice of such meeting unless so required by law. A meeting may be held at any time without notice if all of the directors are present or if those not present waive notice of the meeting in accordance with SECTION 5.06 of these Bylaws.

SECTION 2.05. Chairperson of the Board. The Chairperson of the Board (who may be designated Executive Chairperson if serving as an employee of the Corporation) shall be chosen from among the directors and may be the Chief Executive Officer. Except as otherwise provided by law, the Certificate of Incorporation or SECTION 2.06 or SECTION 2.07 of these Bylaws, the Chairperson of the Board shall preside at all meetings of stockholders and of the Board. The Chairperson of the Board shall have such other powers and duties as may from time to time be assigned by the Board.

SECTION 2.06. Lead Independent Director. The Board may include a Lead Independent Director. The Lead Independent Director shall be one of the directors who has been determined by the Board to be an “independent director” (any such director, an “Independent Director”). The Lead Independent Director shall preside at all meetings of the Board at which the Chairperson of the Board is not present, preside over the executive sessions of the Independent Directors, serve as a liaison between the Chairperson of the Board and the Board and have such other responsibilities, and perform such duties, as may from time to time be assigned to him or her by the Board. The Lead Independent Director shall be elected by a majority of the Independent Directors.

SECTION 2.07. Organization. At each meeting of the Board, the Chairperson of the Board, or, in the Chairperson’s absence, the Lead Independent Director, or in the Lead Independent Director’s absence, a director chosen by a majority of the directors present, shall act as chairperson. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all assistant secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

SECTION 2.08. Resignations and Removals of Directors. Any director of the Corporation may resign at any time, by giving notice in writing or by electronic transmission to the Chairperson of the Board, the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. Subject to the rights of holders of any series of preferred stock with respect to the election of directors, a director may be removed from office at

any time by the stockholders (i) at all times prior to the 2024 annual meeting of stockholders or such other time as the Board is no longer classified under Section 141(d) of the DGCL (or any successor provision thereto), only for cause and (ii) commencing with the 2024 annual meeting of stockholders or such other time, with or without cause.

SECTION 2.09. Quorum. At all meetings of the Board, a majority of directors constituting the Board shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place of the adjourned meeting, until a quorum shall be present.

SECTION 2.10. Actions of the Board by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all the members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission are filed with the minutes of proceedings of the Board or committee.

SECTION 2.11. Telephonic Meetings. Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this SECTION 2.11 shall constitute presence in person at such meeting.

SECTION 2.12. Committees. The Board may designate one or more committees, each committee to consist of two or more of the directors of the Corporation and, to the extent permitted by law, to have and exercise such authority as may be provided for in the resolutions creating such committee, as such resolutions may be amended from time to time. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. Each committee shall keep regular minutes and report to the Board when required. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to fill vacancies in, to change the membership of or to dissolve any such committee.

SECTION 2.13. Compensation. The Board shall have the authority to fix the compensation of directors. The directors shall be paid their reasonable expenses, if any, of attendance at each meeting of the Board or any committee thereof and may be paid a fixed sum for attendance at each such meeting and an annual retainer or salary for service as director or committee member, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 2.14. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

ARTICLE III OFFICERS

SECTION 3.01. General. The officers of the Corporation shall be chosen by the Board and shall be a Chief Executive Officer, a President, a Secretary and a Treasurer. The Board, in its discretion, may also elect one or more Executive Vice Presidents, Senior Vice Presidents, Vice Presidents and such other officers as the Board from time to time may deem appropriate. The Board, in its discretion, may leave vacant any office other than that of the President, a Secretary and a Treasurer. Any two or more offices may be held by the same person; provided, however, that no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Certificate of Incorporation or these Bylaws to be executed, acknowledged or verified by two or more officers. The officers of the Corporation need not be stockholders of the Corporation.

SECTION 3.02. Election; Term. The Board shall elect the officers of the Corporation who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board, and each officer of the Corporation shall hold office until such officer's successor is elected and qualified, or until such officer's earlier death, resignation or removal. Any officer may be removed at any time by the Board. Any officer may resign upon notice given in writing or electronic transmission to the Chief Executive Officer or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some

other time or upon the occurrence of some other event. Any vacancy occurring in any office of the Corporation shall be filled in the manner prescribed in this ARTICLE III for the regular election to such office.

SECTION 3.03. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any other officer authorized to do so by the Board, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board may, by resolution, from time to time confer like powers upon any other person or persons.

SECTION 3.04. Chief Executive Officer. The Chief Executive Officer shall, subject to the control of the Board, have general supervision over the business of the Corporation and shall direct the affairs and policies of the Corporation. The Chief Executive Officer may also serve as Chairperson of the Board and may also serve as President, if so elected by the Board. The Chief Executive Officer shall also perform such other duties and may exercise such other powers as may from time to time be assigned to such officer by these Bylaws or by the Board.

SECTION 3.05. President. The President shall act in a general executive capacity and shall assist the Chief Executive Officer in the administration and operation of the Corporation's business and general supervision of its policies and affairs. The President shall, in the absence of or because of the inability to act of the Chief Executive Officer, perform all duties of the Chief Executive Officer.

SECTION 3.06. Secretary. The Secretary shall give the requisite notice of meetings of stockholders and directors and shall record the proceedings of such meetings, shall have custody of the seal of the Corporation and shall affix it or cause it to be affixed to such instruments as require the seal and attest it and, besides the Secretary's powers and duties prescribed by law, shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

SECTION 3.07. Treasurer. The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Corporation to be deposited in such banks as may be authorized by the Board or in such banks as may be designated as depositaries in the manner provided by resolution of the Board. The Treasurer shall have such other powers and perform such other duties as shall at any time be assigned to such officer by the Board.

SECTION 3.08. Other Officers. Such other officers as the Board may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board. The Board may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE IV STOCK

SECTION 4.01. Uncertificated Shares. Unless otherwise provided by resolution of the Board, each class or series of shares of the Corporation's capital stock shall be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form. Shares shall be transferable only on the books of the Corporation by the holder thereof in person or by attorney upon presentment of proper evidence of succession, assignation or authority to transfer in accordance with the customary procedures for transferring shares in uncertificated form. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

SECTION 4.02. Record Date. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the close of business on the day on which the Board adopts the resolution relating thereto.

SECTION 4.03. Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

SECTION 4.04. Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Contracts. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on the behalf of the Corporation by such officer or officers of the Corporation as the Board may from time to time direct. Such authority may be general or confined to specific instances as the Board may determine. The Chief Executive Officer, the President, any Executive Vice President or any Senior Vice

President may execute bonds, contracts, deeds, leases and other instruments to be made or executed for or on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chief Executive Officer, the President, any Executive Vice President or any Senior Vice President of the Corporation may delegate contractual powers to others under such officer's jurisdiction, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

SECTION 5.02. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

SECTION 5.03. Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December in each year or on such other day as may be fixed from time to time by resolution of the Board.

SECTION 5.04. Corporate Seal. The corporate seal shall be in the form adopted by the Board of Directors. Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be affixed by any officer of the Corporation to any instrument executed by authority of the Corporation, and the seal when so affixed may be attested by the signature of any officer of the Corporation.

SECTION 5.05. Offices. The Corporation shall maintain a registered office inside the State of Delaware and may also have other offices outside or inside the State of Delaware. The books of the Corporation may be kept (subject to any applicable law) outside the State of Delaware at the principal executive offices of the Corporation or at such other place or places as may be designated from time to time by the Board.

SECTION 5.06. Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or any regular or special meeting of the Board or committee thereof need be specified in any waiver of notice of such meeting unless so required by law.

ARTICLE VI AMENDMENTS

SECTION 6.01. Amendments. These Bylaws may be adopted, amended, altered or repealed by the Board or by the stockholders of the Corporation by the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

* * *

Adopted as of: June 25, 2021.

TRANSITION SERVICES AGREEMENT

by and between

DTE ENERGY COMPANY

and

DT MIDSTREAM, INC.

Dated as of June 25, 2021

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	Definitions	
SECTION 1.01.	Definitions	1
	ARTICLE II	
	Services	
SECTION 2.01.	Provision of Services	4
SECTION 2.02.	Service Managers; Contacts	4
SECTION 2.03.	Personnel; Sub-Contractors	5
SECTION 2.04.	Standard of Performance	5
SECTION 2.05.	DISCLAIMER OF WARRANTIES	6
SECTION 2.06.	Service Amendments and Additions	6
SECTION 2.07.	No Management Authority	7
	ARTICLE III	
	Migration Services	
SECTION 3.01.	Migration Services	7
	ARTICLE IV	
	Access and Security	
SECTION 4.01.	Access; Cooperation	7
SECTION 4.02.	Security	8
	ARTICLE V	
	Limitations	
SECTION 5.01.	Upgrades	9
SECTION 5.02.	Consents	9
SECTION 5.03.	Compliance with Laws	9
SECTION 5.04.	Shutdowns; Interruptions	9
SECTION 5.05.	Force Majeure	10
SECTION 5.06.	Interim Basis Only	10
SECTION 5.07.	Third Parties	11

ARTICLE VI

Intellectual Property and Data

SECTION 6.01.	Use of Intellectual Property	11
SECTION 6.02.	Ownership of Intellectual Property	11
SECTION 6.03.	Title to Intellectual Property; Title to Data	11
SECTION 6.04.	Third-Party Software	12

ARTICLE VII

Compensation

SECTION 7.01.	Compensation for Services	12
SECTION 7.02.	Payment Terms	12
SECTION 7.03.	Books and Records	13
SECTION 7.04.	Withholding	13
SECTION 7.05.	No Offset	14

ARTICLE VIII

Term

SECTION 8.01.	Commencement	14
SECTION 8.02.	Service Extension	14
SECTION 8.03.	Termination	14
SECTION 8.04.	Effect of Termination	15
SECTION 8.05.	Return of Books, Records and Files	15

ARTICLE IX

Indemnification; Limitation on Liability

SECTION 9.01.	Indemnification	15
SECTION 9.02.	Limitation on Liability	16

ARTICLE X

Other Covenants

SECTION 10.01.	Attorney-in-Fact	17
----------------	------------------	----

ARTICLE XI

Miscellaneous

SECTION 11.01.	Disputes	18
SECTION 11.02.	Separation Agreement	18
SECTION 11.03.	Relationship of Parties	18
SECTION 11.04.	Confidentiality	18
SECTION 11.05.	Counterparts; Entire Agreement	19
SECTION 11.06.	Governing Law; Jurisdiction	19
SECTION 11.07.	Assignability	19
SECTION 11.08.	Third-Party Beneficiaries	20
SECTION 11.09.	Notices	20
SECTION 11.10.	Survival	20
SECTION 11.11.	Severability	20
SECTION 11.12.	Headings	20
SECTION 11.13.	Waivers of Default	20
SECTION 11.14.	Amendments	21
SECTION 11.15.	Interpretation	21

Schedule A - Services to be Provided to DT Midstream, Inc.

RECITALS

WHEREAS, in connection with the contemplated Spin-Off of DT Midstream and concurrently with the execution of this Agreement, DTE Energy and DT Midstream are entering into a Separation and Distribution Agreement (the “Separation Agreement”);

WHEREAS, DT Midstream desires to obtain from DTE Energy, and DTE Energy desires to provide to DT Midstream, certain services, as more particularly described in this Agreement, for a limited period of time following the Spin-Off; and

WHEREAS, each of DTE Energy and DT Midstream desires to reflect the terms of their agreement with respect to such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by this Agreement, DTE Energy and DT Midstream, for themselves, their successors and assigns, agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. As used in this Agreement, the following terms have the following meanings:

“Additional Services” has the meaning ascribed thereto in Section 2.06(b).

“Affiliate” has the meaning ascribed thereto in the Separation Agreement.

“Agreement” has the meaning ascribed thereto in the preamble.

“Ancillary Agreements” has the meaning ascribed thereto in the Separation Agreement.

“Applicable Termination Date” means, with respect to each Service or Function, the date that is 24 months from the Distribution Date, or such earlier termination date specified with respect to such Service or Function, as applicable, in Schedule A.

“Change in Control Party” has the meaning ascribed thereto in Section 4.02(c).

“Change in Control Transaction” means the acquisition in any manner by any Person or “group” (within the meaning of Section 13(d) of the U.S. Securities Exchange Act of 1934) of (i) all or substantially all of the assets of a Party and its subsidiaries, taken as a whole, or (ii) more than 50% of a Party’s equity securities.

“Consents” has the meaning ascribed thereto in the Separation Agreement.

“Contact” means either the Provider Contact or the Receiver Contact, as the context requires.

“Control” means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or other interests, by Contract (as such term is defined in the Separation Agreement) or otherwise.

“Cost of Services” means, with respect to each Service or Function, the amount specified with respect to such Service or Function, as applicable, in Schedule A, to be paid by a Receiver in respect of such Service or Function to the Provider of such Service or Function.

“Dispute” has the meaning ascribed thereto in Section 11.01.

“Dispute Notice” has the meaning ascribed thereto in Section 11.01.

“Distribution” has the meaning ascribed thereto in the Separation Agreement.

“Distribution Date” has the meaning ascribed thereto in the Separation Agreement.

“DT Midstream” has the meaning ascribed thereto in the preamble.

“DT Midstream Business” has the meaning ascribed thereto in the Separation Agreement.

“DT Midstream Group” has the meaning ascribed thereto in the Separation Agreement.

“DT Midstream Indemnitees” has the meaning ascribed thereto in the Separation Agreement.

“DTE Energy” has the meaning ascribed thereto in the preamble.

“DTE Energy Business” has the meaning ascribed thereto in the Separation Agreement.

“DTE Energy Group” has the meaning ascribed thereto in the Separation Agreement.

“DTE Energy Indemnitees” has the meaning ascribed thereto in the Separation Agreement.

“Fixed Cost Services” means those Services for which specified amounts are listed as costs under the column titled “Monthly Cost to DTM” in Schedule A.

“Force Majeure Event” has the meaning ascribed thereto in Section 5.05.

“Function” means a business function identified in Schedule A.

“Governmental Authority” has the meaning ascribed thereto in the Separation Agreement.

“Group” means either the DTE Energy Group or the DT Midstream Group, as the context requires.

“Indemnitee” means a DTE Energy Indemnitee or a DT Midstream Indemnitee, as the context requires.

“Information” has the meaning ascribed thereto in the Separation Agreement.

“Insurance Proceeds” has the meaning ascribed thereto in the Separation Agreement.

“Interruption” has the meaning ascribed thereto in Section 5.04(b).

“Law” has the meaning ascribed thereto in the Separation Agreement.

“Liabilities” has the meaning ascribed thereto in the Separation Agreement.

“Migration Services” has the meaning ascribed thereto in Section 3.01.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Person” has the meaning ascribed thereto in the Separation Agreement.

“Provider” means any member of the DTE Energy Group, in its capacity as the provider of any Services to any member of the DT Midstream Group.

“Provider Contact” has the meaning ascribed thereto in Section 2.02(b).

“Receiver” means any member of the DT Midstream Group, in its capacity as the receiver of any Services from any member of the DTE Energy Group.

“Receiver Contact” has the meaning ascribed thereto in Section 2.02(b).

“Sales Taxes” has the meaning ascribed thereto in Section 7.01(c).

“Separation Agreement” has the meaning ascribed thereto in the recitals.

“Service Extension” has the meaning ascribed thereto in Section 8.02.

“Service Manager” has the meaning ascribed thereto in Section 2.02(a).

“Services” means the individual services included within the various Functions identified in Schedule A.

“Shutdown” has the meaning ascribed thereto in Section 5.04(a).

“Spin-Off” has the meaning ascribed thereto in the Separation Agreement.

“Sub-Contractor” has the meaning ascribed thereto in Section 2.03(b).

“Third-Party Claim” has the meaning ascribed thereto in the Separation Agreement.

“U.S.” means the United States of America.

“Variable Cost Services” means those Services other than Fixed Cost Services, for which monthly costs are contingent on the time, material or service usage of the Receiver.

ARTICLE II

Services

SECTION 2.01. Provision of Services.

(a) Commencing immediately after the Distribution, DTE Energy shall, and shall cause the applicable members of the DTE Energy Group to, provide to DT Midstream and the applicable members of the DT Midstream Group the Services set forth in Schedule A in accordance with the terms of this Agreement.

(b) Commencing immediately after the Distribution, DT Midstream shall, and shall cause the applicable members of the DT Midstream Group to, pay, perform, discharge and satisfy, as and when due, its and their respective obligations as Receivers under this Agreement in accordance with the terms of this Agreement.

SECTION 2.02. Service Managers; Contacts.

(a) Each of DTE Energy and DT Midstream agrees to appoint an employee representative (each, a “Service Manager”) who shall have overall responsibility for implementing, managing and coordinating the Services pursuant to this Agreement on behalf of DTE Energy or DT Midstream, as applicable. The Service Managers shall consult and coordinate with each other on a regular basis, as needed, during the term of this Agreement.

(b) For each Service or Function set forth on Schedule A, the Provider and Receiver shall each appoint an employee representative (each, a “Provider Contact” or “Receiver Contact”, respectively) who shall have responsibility for implementing, managing and coordinating such Service or Function pursuant to this Agreement on behalf of the Provider or Receiver, as applicable.

(c) Initially, the Service Managers and Contacts shall be the individuals set forth on Schedule A. At any time upon notice given in accordance with Section 11.09, (i) either Party may change its designated Service Manager and (ii) any Provider or Receiver may change any of its designated Contacts.

SECTION 2.03. Personnel; Sub-Contractors.

(a) The Provider shall determine the personnel who shall perform the Services to be provided by it. All personnel providing Services shall remain at all times, and be deemed to be, employees or representatives solely of the Provider responsible to provide such Services (or its Affiliates or Sub-Contractors) for all purposes, and not to be employees or representatives of the Receiver. The Provider (or its Affiliates or Sub-Contractors) shall be solely responsible for payment of (i) all compensation, (ii) all income, disability, withholding and other employment taxes and (iii) all medical benefit premiums, vacation pay, sick pay and other employee benefits payable to or with respect to personnel who perform Services on behalf of such Provider. All such personnel shall be under the sole direction, control and supervision of the Provider and the Provider has the sole right to exercise all authority with respect to the employment, substitution, termination, assignment and compensation of such personnel.

(b) The Provider may, at its option, from time to time, delegate any or all of its obligations to perform Services under this Agreement to any one or more of its Affiliates or engage the services of other professionals, consultants or other third parties (each, a “Sub-Contractor”) in connection with the performance of the Services; provided, however, that (i) the Provider shall remain ultimately responsible for ensuring that its obligations with respect to the manner, scope, time frame, nature, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Sub-Contractor and shall be liable for any failure of a Sub-Contractor to so satisfy such obligations (and any breaches of any provision hereof) and (ii) such Sub-Contractor agrees in writing to be bound by confidentiality provisions at least as restrictive to it as the terms of Section 11.04 of this Agreement. Except as agreed by the Parties in Schedule A or otherwise in writing, any costs associated with engaging the services of an Affiliate of the Provider or a Sub-Contractor shall not affect the Cost of Services payable by the Receiver under this Agreement, and the Provider shall remain solely responsible with respect to payment for such Affiliate’s or Sub-Contractor’s costs, fees and expenses.

SECTION 2.04. Standard of Performance.

(a) The Services shall be performed in substantially the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as such Services (or substantially similar services) were provided to the DT

Midstream Business immediately prior to the Distribution Date, unless the Services are being provided by a Sub-Contractor who is also providing the same services to the Provider or any other member of the DTE Energy Group, in which case the Services shall be performed for the Receiver in substantially the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as they are being performed for the Provider or such other member of the DTE Energy Group, as applicable. If the DTE Energy Business did not provide such Services (or substantially similar services) to the DT Midstream Business immediately prior to the Distribution Date, then the Provider shall use commercially reasonable efforts to perform the Services in a competent and professional manner generally consistent with industry standards. The Services shall be used solely for the operation of the DT Midstream Business for substantially the same purpose as used by the Receiver or any other applicable member of the DT Midstream Group on the date of this Agreement.

(b) The Parties acknowledge that the Provider may make changes from time to time in the manner of performing Services if the Provider is making similar changes in performing the same or substantially similar Services for itself or other members of the DTE Energy Group; provided, however, that, unless expressly contemplated in Schedule A, such changes shall not affect the Cost of Services for such Service payable by the Receiver under this Agreement or decrease the manner, scope, time frame, nature, quality or level of the Services provided to the Receiver, except upon prior written approval of the Receiver.

SECTION 2.05. DISCLAIMER OF WARRANTIES. WITHOUT LIMITATION TO THE COVENANTS RELATING TO THE PROVISION OF SERVICES SET FORTH IN SECTION 2.04, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MEMBER OF THE DTE ENERGY GROUP MAKES ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN.

SECTION 2.06. Service Amendments and Additions.

(a) Subject to this Section 2.06, the Parties agree that the Services set forth in Schedule A constitute all of the Services to be provided by members of the DTE Energy Group as of the Distribution Date.

(b) DT Midstream may request DTE Energy to provide, or cause the applicable members of the DTE Energy Group to provide, amended or additional services that are not the Services identified in Schedule A as of the Distribution Date. In the event that DT Midstream desires to have DTE Energy, or the applicable members of the DTE Energy Group, provide additional services ("Additional Services"), DTE Energy, in its sole discretion, may agree to provide, or cause the applicable members of the DTE Energy Group to provide, such Additional Services.

(c) If DTE Energy agrees in writing to provide, or cause the applicable members of the DTE Energy Group to provide, Additional Services pursuant to this Section 2.06, then the Parties shall in good faith negotiate an amendment to Schedule A, which shall describe in detail the service or function, as applicable, project scope, term, price and payment terms to be charged for such Additional Services. Once agreed to in writing, the amendment to Schedule A shall be deemed part of this Agreement as of the date of such amendment and the Additional Services shall be deemed "Services" or "Function", as applicable, provided hereunder, in each case subject to the terms and conditions of this Agreement.

SECTION 2.07. No Management Authority. Notwithstanding anything to the contrary contained in this Agreement (including Schedule A), no Provider (or any Affiliate or Sub-Contractor of a Provider) shall be authorized by, or shall have any responsibility under, this Agreement to make any management, business or regulatory decisions on behalf of any Receiver as part of providing the Services.

ARTICLE III

Migration Services

SECTION 3.01. Migration Services. The Provider shall, and shall use commercially reasonable efforts to cause its Affiliates and Sub-Contractors to, assist the Receiver in connection with the transition from the performance of Services by the Provider to the performance of such Services by the Receiver or third parties engaged by the Receiver, which efforts may include assistance with the transfer of records, segregation and migration of historical data, the transition to non-Provider systems and cooperation with and assistance to any third party consultants engaged by the Receiver in connection with the transition ("Migration Services"), taking into account (i) the need to minimize the cost of such transition and the disruption to the ongoing business activities of the Parties and their Affiliates and (ii) the rights and interests of protecting confidential Information and privilege in accordance with Sections 7.01(c) and 7.09 of the Separation Agreement. This Section 3.01 shall be in addition to, and shall not be deemed to limit, the provisions of Section 7.09(b) of the Separation Agreement.

ARTICLE IV

Access and Security

SECTION 4.01. Access; Cooperation. The Parties shall cooperate in good faith to the extent necessary or appropriate to facilitate the performance and receipt of the Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, (i) each Party shall make available on a timely basis to the other Party all information and materials requested by such Party to the extent reasonably necessary for the performance or receipt of the Services, (ii) each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors, if applicable, to, upon reasonable notice, give or cause to be given to the other Party, the other members of its Group and their respective Sub-Contractors, if applicable, reasonable access, during

regular business hours and at such other times as are reasonably required, to the relevant premises and personnel to the extent reasonably necessary for the performance or receipt of the Services and (iii) each Party shall, and shall cause the other members of its Group and their respective Sub-Contractors, if applicable, to, give the other Party, the other members of its Group and their respective Sub-Contractors, if applicable, reasonable access to, and all necessary rights to utilize, the other Party's, and its Group's, information, facilities, personnel, assets, systems and technologies to the extent reasonably necessary for the performance or receipt of the Services.

SECTION 4.02. Security.

(a) Each Party shall, and shall cause the other members of its Group, their respective Sub-Contractors, if applicable, and the personnel thereof, to: (i) not attempt to obtain access to, use or interfere with any information technology systems of the other Party or any other member of its Group, or any confidential or competitively sensitive information owned, used or processed by the other Party, except to the extent reasonably necessary to do so to provide or receive Services; (ii) maintain reasonable security measures to protect the systems of the other Party and the other members of the other Party's Group to which it has access pursuant to this Agreement from access by unauthorized third parties; and (iii) not disable, damage or erase or disrupt or impair the normal operation of the information technology systems of the other Party or any other member of its Group.

(b) Each Party shall (i) immediately notify the other Party of any confirmed misuse, disclosure or loss of, or inability to account for, any confidential or competitively sensitive information and any confirmed unauthorized access to the first Party's facilities, systems or network; and such first Party shall investigate such confirmed security incidents and reasonably cooperate with the other Party's incident response team, supplying logs and other necessary information to mitigate and limit the damages resulting from such a security incident; provided that such other Party agrees to reimburse the first Party for time spent and actual travel expenses incurred in connection with any such investigation; and (ii) subject to applicable Law, use commercially reasonable efforts to comply with any reasonable requests to assist such other Party with its electronic discovery obligations related to the Services; provided that such other Party agrees to reimburse the first Party for time spent and actual travel expenses incurred in connection with such response.

(c) If either Party is party to a Change in Control Transaction ("Change in Control Party"), such Change in Control Party shall promptly, but no later than 30 days prior to the close of the Change in Control Transaction, return to the other Party or permanently delete and destroy all confidential Information in its possession pertaining to the other Party, other than such Information electronically preserved or recorded within any computerized data storage device or component (including any hard drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel, which such Information shall not be used by the Change in Control Party for any other purpose. Upon the request of the other Party, the Change in Control Party shall provide confirmation of such deletion or destruction, if any.

ARTICLE V

Limitations

SECTION 5.01. Upgrades. The Provider shall have no obligation to purchase, upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by the Provider (or any Affiliate or Sub-Contractor of such Provider), or to provide any support or maintenance services for any computer hardware, software or network environment that has been upgraded, enhanced or otherwise modified from the computer hardware, software or network environments that are currently used by the Provider (or any Affiliate or Sub-Contractor of such Provider).

SECTION 5.02. Consents.

(a) Nothing in this Agreement shall be deemed to require the provision of any Service by any Provider (or any Affiliate or Sub-Contractor of a Provider) to any Receiver if the provision of such Service requires the Consent of any Person (including any Governmental Authority), whether under applicable Law, by the terms of any contract to which such Provider or any other member of the DTE Energy Group is a party or otherwise, unless and until, subject to the last sentence of Section 5.02(c), such Consent has been obtained.

(b) The Provider shall use commercially reasonable efforts to obtain as promptly as possible any Consent of any Person that may be necessary for the performance of the Provider's obligations pursuant to this Agreement. Any fees, expenses or extra costs incurred in connection with obtaining any such Consents shall be paid by the Receiver, and the Receiver shall use commercially reasonable efforts to provide assistance as necessary in obtaining such Consents.

(c) In the event that the Consent of any Person, if required in order for the Provider to provide Services, is not obtained reasonably promptly after the Distribution, the Provider shall notify the Receiver and the Parties shall cooperate in devising an alternative manner for the provision of the Services affected by such failure to obtain such Consent and the Cost of Services associated therewith, such alternative manner and Cost of Services to be reasonably satisfactory to both Parties and agreed to in writing. If the Parties elect such an alternative plan, the Provider shall provide the Services in such alternative manner and the Receiver shall pay for such Services based on the alternative Cost of Services.

SECTION 5.03. Compliance with Laws. The Services shall not include, and no Provider (or any Affiliate or Sub-Contractor of a Provider) shall be obligated to provide, any service the provision of which to the Receiver following the Distribution would constitute a violation of any Law.

SECTION 5.04. Shutdowns; Interruptions.

(a) If the Provider determines that it is necessary or appropriate to temporarily suspend a Service due to scheduled or emergency maintenance, modification,

repairs, alterations or replacements (any such event, a “Shutdown”), the Provider shall use commercially reasonable efforts to provide the Receiver with reasonable prior notice of such Shutdown (including information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, and thereafter such Provider shall use commercially reasonable efforts to cooperate with the Receiver to minimize any impact on the Services caused by such Shutdown.

(b) The Parties acknowledge that there may be unanticipated temporary interruptions in the provision of a Service (any such event, an “Interruption”). The Provider shall use commercially reasonable efforts to provide the Receiver with notice of such Interruption as soon as possible (including information regarding the nature and the projected length of such Interruption), and thereafter such Provider shall use commercially reasonable efforts to cooperate with the Receiver to minimize any impact on the Services caused by such Interruption. The Provider shall not be excused from performance if it fails to use commercially reasonable efforts to remedy the situation causing such Interruption.

(c) In the event the obligations of the Provider to provide a Service are suspended in accordance with this Section 5.04, neither the Provider nor any other member of its Group shall have any liability to the Receiver arising out of or resulting from such suspension of the Provider’s provision of such Service, except to the extent resulting from a breach by the Provider of any agreement or covenant required to be performed or complied with by the Provider pursuant to this Section 5.04 (but subject to the other limitations on liability set forth in this Agreement).

SECTION 5.05. Force Majeure. In the event the performance of any terms or provisions hereof is delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, public health event, strike, labor dispute, fire, explosion, storm, flood, act of God or act of terrorism that is not within the control of the Provider whose performance is interfered with and which by the exercise of reasonable diligence the Provider is unable to prevent, or for any other reason which is not within the control of the Provider whose performance is interfered with and which by the exercise of reasonable diligence the Provider is unable to prevent (each, a “Force Majeure Event”), then upon prompt written notice, stating the date and extent of such interference and the Force Majeure Event which is the cause thereof, by the Provider to the Receiver, the Provider shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against the Provider on account thereof; provided, however, that the Provider shall promptly resume the required performance upon the cessation of the Force Majeure Event or its effects. No Provider shall be excused from performance under this Section 5.05 if such Provider fails to use commercially reasonable efforts to avoid the effects of the Force Majeure Event and remove the cause and effects of the Force Majeure Event.

SECTION 5.06. Interim Basis Only. DT Midstream acknowledges that the purpose of this Agreement is for DT Midstream to receive, and DTE Energy to provide, the Services on an interim basis and that the Services provided hereunder are transitional

in nature. During the term of this Agreement, DT Midstream agrees to work diligently and expeditiously to establish its own logistics, infrastructure and systems to enable a transition to its own internal organization or other third-party providers of the Services and agrees to use its commercially reasonable efforts to reduce or eliminate its dependency on the DTE Energy's provision of the Services as soon as is reasonably practicable.

SECTION 5.07. Third Parties. Notwithstanding anything to the contrary herein, the Provider (and the Affiliates and Sub-Contractors of the Provider) shall not be required to perform or to cause to be performed any of the Services for the benefit of any third party or any other Person other than the Receiver.

ARTICLE VI

Intellectual Property and Data

SECTION 6.01. Use of Intellectual Property. Each Party, on behalf of itself and the other members of its Group, hereby grants to the members of the other Party's Group and to their respective Affiliates and Sub-Contractors, if applicable, providing the Services under this Agreement a nonexclusive, nontransferable, world-wide, royalty-free, sublicensable license, for the term of this Agreement, to use the intellectual property owned by such Party and the other members of its Group solely to the extent necessary for the other Party, the other members of its Group and their respective Affiliates and Sub-Contractors, if applicable, to perform their obligations hereunder.

SECTION 6.02. Ownership of Intellectual Property.

(a) Subject to the terms of the Separation Agreement, the Provider acknowledges and agrees that it shall acquire no right, title or interest (including any license rights or rights of use) to any work product resulting from the provision of Services hereunder for the Receiver's exclusive use and such work product shall remain the exclusive property of the Receiver. To the extent title to any such work product vests in the Provider by operation of Law, DTE Energy hereby assigns (and shall cause any such Provider, and any Affiliate or Sub-Contractor of such Provider, to assign) to the applicable Receiver all right, title and interest in and to such work product, and the Provider shall (and shall cause any Affiliate or Sub-Contractor of such Provider to) provide such assistance and execute such documents as the Receiver may reasonably request to assign to such Receiver all right, title and interest in and to such work product.

(b) The Receiver acknowledges and agrees that it shall acquire no right, title or interest (other than a non-exclusive, perpetual, royalty-free worldwide right of use) to any work product resulting from the provision of Services hereunder that is not for the Receiver's exclusive use and such work product shall remain the exclusive property of the Provider.

SECTION 6.03. Title to Intellectual Property; Title to Data. DT Midstream acknowledges that (i) except as otherwise expressly provided herein, all procedures, methods, systems, strategies and other intellectual property used by the

Provider in connection with the provision of Services shall remain the property of such Provider and shall at all times be under the sole direction and control of such Provider and (ii) it shall acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, or the licenses therefor that are owned by the Provider or its Affiliates, by reason of the provision of the Services hereunder, except as expressly provided in Section 6.01 and Section 8.05.

SECTION 6.04. Third-Party Software. Each Party acknowledges that it may be necessary to make proprietary and/or third-party software available to the other Party in the course and for the purpose of performing and receiving the Services. Each Party (i) shall comply with the license restrictions applicable to any and all proprietary or third-party software made available to such Party by the other Party in the course of the provision and receipt of Services hereunder, (ii) acknowledges receipt of the license terms of use applicable to all proprietary or third-party software in its possession as of the Distribution Date and (iii) agrees that it shall be responsible for providing to the other Party a copy of the applicable license terms (or, solely with respect to open source software or other software with publicly available license terms, information sufficient to direct such other Party to a copy thereof) for any and all proprietary or third-party software first made available to such other Party after the Distribution Date, solely to the extent such provision would not violate the providing Party's duty of confidentiality owed to any third party.

ARTICLE VII

Compensation

SECTION 7.01. Compensation for Services.

(a) As compensation for each Service or Function rendered pursuant to this Agreement, the Receiver shall be required to pay to the Provider the Cost of Services specified for such Service or Function in Schedule A.

(b) During the term of this Agreement, the Cost of Service for a Service or Function may increase to the extent of any increase in the applicable Cost of Services during a Service Extension, in accordance with Section 8.02.

(c) The amount of any actual and documented sales tax, value-added tax, goods and services tax or similar tax that is required to be assessed and remitted by the Provider in connection with the Services provided hereunder ("Sales Taxes") shall be promptly paid to the Provider by the Receiver in accordance with Section 7.02. Such payment shall be in addition to the Cost of Services set forth in Schedule A (unless such Sales Tax is expressly already accounted for in the applicable Cost of Services).

SECTION 7.02. Payment Terms.

(a) The Provider shall bill the Receiver monthly, on or around the 15th of each month, or at such other interval specified with respect to a particular Service or Function in Schedule A, an amount equal to the aggregate Cost of Services due for (i) all Fixed Cost Services provided (or to be provided) in such month (whether performed prior

to or after the date of such invoice) and (ii) all Variable Cost Services provided in the immediately preceding month, in each case, subject to any other specified interval, as applicable, plus any Sales Taxes. Invoices shall be directed to the Receiver Contact set forth on Schedule A opposite such Service or Function, or to such other Person designated in writing from time to time by such Receiver Contact. The Receiver shall pay such amount in full within 15 business days after receipt of each invoice by wire transfer of immediately available funds in U.S. Dollars to the account designated by the Provider for this purpose. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Sales Taxes, for each Service or Function during the month or other specified interval to which such invoice relates. In addition to any other remedies for non-payment, if any payment is not received by the Provider on or before the date such amount is due, then a late payment interest charge, calculated at a 2.0% per annum rate, shall immediately begin to accrue and any such late payment interest charges shall become immediately due and payable in addition to the amount otherwise owed under this Agreement. The Parties shall cooperate to achieve an invoicing structure that minimizes taxes for both Parties, including by implementing a local to local invoicing structure where applicable.

(b) Any objection to the amount of any invoice shall be deemed to be a Dispute hereunder subject to the provisions applicable to Disputes set forth in Section 11.01.

SECTION 7.03. Books and Records. DTE Energy shall, and shall cause the other members of the DTE Energy Group to, maintain complete and accurate books of account as necessary to support calculations of the Cost of Services for the Services rendered by it or the other members of the DTE Energy Group and shall make such books available to DT Midstream, upon reasonable notice, during normal business hours; provided, however, that to the extent DTE Energy's books, or the books of the other members of the DTE Energy Group, contain Information relating to any other aspect of the DTE Energy Business, the Parties shall negotiate a procedure to provide DT Midstream with necessary access while preserving the confidentiality of such other records.

SECTION 7.04. Withholding. Any and all payments made under this Agreement by the Receiver shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, except as required by applicable Law. To the extent any taxes are so deducted or withheld and paid over to the appropriate Governmental Authority, such taxes shall be treated as having been paid to the Provider for purposes of this Agreement; provided, however, that the Receiver shall notify the Provider in writing of any anticipated withholding at least 15 business days prior to making any such deduction or withholding and shall cooperate with the Provider in obtaining any available exemption from or reduction of such deduction or withholding. The Receiver shall promptly provide to the Provider tax receipts or other documents evidencing the payment of any such deducted or withheld amount to the applicable Governmental Authority. The Parties shall use, and shall cause their respective Affiliates to use, commercially reasonable efforts to minimize Sales Taxes and taxes otherwise required to be deducted or withheld by the Receiver hereunder.

SECTION 7.05. No Offset. No Receiver shall withhold any payments to the Provider under this Agreement in order to offset payments due to such Receiver pursuant to this Agreement, the Separation Agreement, any other Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 11.06. Any required adjustment to payments due hereunder shall be made as a subsequent invoice.

ARTICLE VIII

Term

SECTION 8.01. Commencement. This Agreement is effective as of the date hereof and shall remain in effect with respect to a particular Service or Function until the occurrence of the Applicable Termination Date applicable to such Service or Function (or, subject to the terms of Section 8.02, the expiration of any Service Extension applicable to such Service or Function), unless earlier terminated (i) in its entirety or with respect to a particular Service or Function, in each case in accordance with Section 8.03, or (ii) by mutual consent of the Parties. Notwithstanding anything to the contrary contained herein, if the Separation Agreement shall be terminated in accordance with its terms, this Agreement shall be automatically terminated and void ab initio with no further action by the Parties and shall be of no force and effect.

SECTION 8.02. Service Extension. If the Receiver reasonably determines that it will require a Service to continue beyond the Applicable Termination Date or the end of a subsequent extension period, the Receiver may request the Provider to extend the term of such Service for the desired renewal period(s) (each, a “Service Extension”) by written notice to the Provider no less than 45 days prior to the end of the then-current Service term. The Provider shall respond in its sole discretion to any such request for a Service Extension within 15 days of receipt of such request. The Parties shall amend the terms of Schedule A to reflect the new Service term and Cost of Services to the extent mutually agreed in writing, following such agreement relating to a Service Extension, subject to the conditions set forth in this Section 8.02. Each such amended Schedule A, as agreed to in writing by the Parties, shall be deemed part of this Agreement as of the date of such agreement.

SECTION 8.03. Termination.

(a) If the Provider or Receiver materially breaches any of its respective obligations under this Agreement (and the period for resolution of the Dispute relating to such breach set forth in Section 11.01 has expired), the non-breaching Provider or Receiver, as applicable, may terminate this Agreement with respect to the Service for which such obligations are owed, effective upon not less than 30 days’ written notice of termination to the breaching Party, if the breaching Party does not cure such default within 30 days after receiving written notice thereof from the non-breaching Party. The termination of this Agreement with respect to any Service pursuant to this Section 8.03 shall not affect the Parties’ rights or obligations under this Agreement with respect to any other Service.

(b) Except as otherwise provided by Law, either Party may terminate this Agreement upon written notice to the other Party if the other Party makes a general assignment for the benefit of creditors or becomes insolvent, or a receiver is appointed for, or a court approves reorganization or arrangement proceedings on, such Party.

(c) Except as otherwise provided in this Agreement or Schedule A, a Receiver shall be entitled to terminate one or more Services being provided by any Provider for any reason or no reason at all, upon, as applicable (i) not less than 30 days' prior written notice for Services with an Applicable Termination Date (as specified with respect to such Service in Schedule A as of the date hereof) that is less than or equal to 12 months after the Distribution Date or (ii) not less than 90 days' prior written notice for Services with an Applicable Termination Date (as specified with respect to such Service in Schedule A as of the date hereof) that is more than 12 months after the Distribution Date.

SECTION 8.04. Effect of Termination. In the event of any termination of this Agreement in its entirety or with respect to any Service or Function, each Provider and Receiver shall remain liable for all of their respective obligations that accrued hereunder prior to the date of such termination, including all obligations of each Receiver to pay any amounts due to any Provider hereunder.

SECTION 8.05. Return of Books, Records and Files. Upon the request of the Receiver after the termination of a Service with respect to which the Provider holds books, records or files, including current and archived copies of computer files, (i) owned solely by the Receiver or its Affiliates and used by the Provider in connection with the provision of a Service pursuant to this Agreement or (ii) created by the Provider and in the Provider's possession as a function of and relating solely to the provision of Services pursuant to this Agreement, such books, records and files shall either be returned to the Receiver or deleted or destroyed by the Provider, other than such books, records and files electronically preserved or recorded within any computerized data storage device or component (including any hard drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel, which such books, records and files shall not be used by the Provider for any other purpose. Upon the request of the Receiver, the Provider shall provide confirmation of such deletion or destruction, if any. The Receiver shall bear the Provider's reasonable, necessary and actual out-of-pocket costs and expenses associated with the return or destruction of such books, records or files. At its expense, the Provider may make one copy of such books, records or files for its legal files.

ARTICLE IX

Indemnification; Limitation on Liability

SECTION 9.01. Indemnification. DT Midstream, on behalf of each member of the DT Midstream Group in its capacity as a Receiver, shall indemnify, defend and hold harmless DTE Energy and the other DTE Energy Indemnitees from and against any and all Liabilities incurred by such DTE Energy Indemnitee and arising out of, in connection with or by reason of this Agreement or any Services provided by any member

of the DTE Energy Group hereunder, except to the extent such Liabilities arise out of a DTE Energy Group member's (i) breach of this Agreement, (ii) violation of any Laws in providing any Services, (iii) violation of third-party rights (including such third-party rights embodied in patents, trademarks, copyrights and trade secrets) in providing any Services or (iv) gross negligence or willful misconduct in providing any Services.

SECTION 9.02. Limitation on Liability.

(a) Neither DTE Energy, in its capacity as a Provider, nor any other member of the DTE Energy Group acting in the capacity of a Provider, nor any Indemnitee thereof, shall be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to DT Midstream (or any DT Midstream Indemnitee) for any Liabilities arising out of, related to or in connection with or by reason of this Agreement or any Services provided hereunder, except to the extent that such Liabilities arise out of such DTE Energy Indemnitee's (i) breach of this Agreement, (ii) violation of any Laws in providing the Services, (iii) violation of third-party rights (including such third-party rights embodied in patents, trademarks, copyrights and trade secrets) in providing any Services or (iv) gross negligence or willful misconduct in providing any Services; provided that nothing in this Section 9.02(a) shall be deemed to limit the rights of DT Midstream or any other member of the DT Midstream Group under Section 9.02(e), in its capacity as a Receiver, regarding Insurance Proceeds in respect of Third-Party Claims.

(b) IN NO EVENT SHALL DTE ENERGY, IN ITS CAPACITY AS A PROVIDER, NOR ANY OTHER MEMBER OF THE DTE ENERGY GROUP ACTING IN THE CAPACITY OF A PROVIDER, NOR ANY INDEMNITEE THEREOF, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO DT MIDSTREAM (OR ANY DT MIDSTREAM INDEMNITEE) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY SUCH PROVIDER UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD-PARTY CLAIM.

(c) THE TOTAL LIABILITY OF THE DTE ENERGY GROUP MEMBERS, IN THEIR CAPACITY AS PROVIDERS, TO THE DT MIDSTREAM GROUP ARISING OUT OF, RELATED TO OR IN CONNECTION WITH OR BY REASON OF THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER FOR ANY CLAIM SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO IT FOR SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT, NOTWITHSTANDING THE FOREGOING, IN THE CASE OF ANY LIABILITY TO THE DT MIDSTREAM GROUP ARISING OUT OF A THIRD-PARTY CLAIM, THE TOTAL LIABILITY OF THE DTE ENERGY GROUP MEMBERS, IN THEIR CAPACITY AS PROVIDERS, TO THE DT MIDSTREAM GROUP SHALL BE INCREASED BY AN AMOUNT EQUAL TO THE AMOUNT, IF ANY, OF ANY INSURANCE PROCEEDS THAT ARE ACTUALLY RECEIVED BY SUCH PROVIDER IN ACCORDANCE WITH SECTION 9.02(e).

(d) DT Midstream understands and agrees that the Parties have allocated responsibilities and risks of loss and limited liabilities of the Parties as stated in this Agreement based on the recognition that DTE Energy is not in the business of providing the Services to third parties. Such allocations and limitations are fundamental elements of the basis of the bargain between the Parties and DTE Energy would not be able or willing to provide the Services without the protections provided by such allocations and limitations. DT Midstream acknowledges (on behalf of each member of the DT Midstream Group in its capacity as a Receiver, and any Indemnitee thereof) that (i) neither DTE Energy nor the other members of the DTE Energy Group is a commercial provider of the Services provided herein, (ii) DTE Energy is providing, or causing the other members of the DTE Energy Group to provide, the Services in connection with the Spin-Off and (iii) this Agreement is not intended by the Parties to have DTE Energy or any other member of the DTE Energy Group manage and operate the DT Midstream Business, in lieu of DT Midstream or any other DT Midstream Indemnitee. The Parties agree that the foregoing shall be taken into consideration in any claim made under this Agreement.

(e) If the Provider, in its capacity as such, or any other Indemnitee thereof, shall be liable to DT Midstream for any Liability arising out of a Third-Party Claim arising out of, related to or in connection with or by reason of this Agreement or any Services provided hereunder, such Provider, at the request of such Indemnitee, shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. Promptly upon the actual receipt of any such Insurance Proceeds, such Provider shall pay such Insurance Proceeds to the applicable Indemnitee to the extent of the Liability arising out of such Third-Party Claim. The Indemnitee shall, upon the request of such Provider and to the extent permitted under such Provider's applicable insurance policies, promptly pay directly to such Provider or to such Provider's insurer any reasonable costs or expenses incurred in the collection of such Indemnitee's portion of such Insurance Proceeds (including such Indemnitee's portion of applicable retentions or deductibles); provided, however, that in no event shall an Indemnitee's portion of such collection costs and expenses, applicable retentions and deductibles exceed the amount of Insurance Proceeds actually received by such Indemnitee.

ARTICLE X

Other Covenants

SECTION 10.01. Attorney-in-Fact. On a case-by-case basis, the Receiver shall execute documents necessary to appoint the Provider as its attorney-in-fact for the sole purpose of executing any and all documents and instruments reasonably required to be executed in connection with the performance by the Provider of any Service under this Agreement.

ARTICLE XI

Miscellaneous

SECTION 11.01. Disputes. Except as otherwise provided in this Agreement, the Parties shall resolve all disputes arising under or in connection with this Agreement (each, a “Dispute”) in accordance with the following procedures (including, for the avoidance of doubt, any Dispute relating to payments with respect to the Services). All Disputes shall be first considered in person, by teleconference or by video conference within five business days after receipt of notice from either Party specifying the nature of the Dispute (a “Dispute Notice”) by the Service Managers and, if such Dispute concerns a particular Service or Function, the Contacts whose names are set forth on Schedule A opposite such Service or Function. If any Dispute is not resolved by the Service Managers, and such Contacts, if any, within 10 business days after receipt of a Dispute Notice, then, upon the written request of either Party, each Party shall designate a representative who does not spend a substantial portion of his or her time on activities relating to this Agreement to meet in person, by teleconference or by video conference with the other Party’s designated representative for the purpose of resolving the Dispute. The designated representatives shall negotiate in good faith to resolve the Dispute. If they do not resolve the Dispute within 10 business days after the date the Dispute was referred to them, the Parties may pursue any other rights, remedies or actions that may be available to them under this Agreement or at Law.

SECTION 11.02. Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

SECTION 11.03. Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating a relationship of principal and agent, partnership or joint venture between the Parties, between Providers and Receiver or with any individual providing Services, it being understood and agreed that no provision contained herein, and no act of any Party or members of their respective Groups, shall be deemed to create any relationship between the Parties or members of their respective Groups other than the relationship set forth herein. Each Party and each Provider shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party’s Affiliates.

SECTION 11.04. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or members of its Group may be exposed to employees and agents of the other Party or its Group as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Affiliates, that such Party’s obligation (and the obligation of members of its Group) to use and keep confidential such Information of the other Party or its Group shall be governed by Sections 7.01(c) and 7.09 of the Separation Agreement.

SECTION 11.05. Counterparts; Entire Agreement.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by electronic or PDF signature and scanned and exchanged by electronic mail, and such electronic or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and any Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 11.06. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby or thereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 11.06 be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER.**

SECTION 11.07. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, DTE Energy may assign this Agreement without consent in connection with (i) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets

or (ii) the sale of all or substantially all of such Party's assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party as promptly as practicable following the assignment. Nothing in this Section 11.07 shall affect or impair a Provider's ability to delegate any or all of its obligations under this Agreement to one or more Affiliates or Sub-Contractors pursuant to Section 2.03(b).

SECTION 11.08. Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any DTE Energy Indemnitee in its capacity as such, (i) the provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder and (ii) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third-party Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 11.09. Notices. All notices or other communications under this Agreement shall be in writing and shall be provided in the manner set forth in the Separation Agreement.

SECTION 11.10. Survival. Notwithstanding anything to the contrary contained herein, Article VII, Article VIII, Article IX and Article XI of this Agreement shall survive the termination of this Agreement.

SECTION 11.11. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 11.12. Headings. The article, section and paragraph headings contained in this Agreement, including in the table of contents of this Agreement, are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 11.13. Waivers of Default. No failure or delay of any Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 11.14. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 11.15. Interpretation. The rules of interpretation set forth in Section 11.15 of the Separation Agreement are incorporated by reference into this Agreement, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DTE ENERGY COMPANY

by _____ /s/ David Ruud

Name: David Ruud

Title: Senior Vice President & Chief Financial
Officer

DT MIDSTREAM, INC.

by _____ /s/ David Slater

Name: David Slater

Title: President & Chief Executive Officer

TAX MATTERS AGREEMENT

by and between

DTE ENERGY COMPANY

and

DT MIDSTREAM, INC.

Dated as of June 25, 2021

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	Definitions	
SECTION 1.01.	Definition of Terms	1
	ARTICLE II	
	Allocation of Tax Liabilities and Tax Benefits	
SECTION 2.01.	DTE Indemnification of Spinco	6
SECTION 2.02.	Spinco Indemnification of DTE	6
SECTION 2.03.	Refunds, Credits and Offsets	7
SECTION 2.04.	Carrybacks	7
SECTION 2.05.	Straddle Periods	8
SECTION 2.06.	Apportioned Tax Attributes	8
	ARTICLE III	
	Tax Returns, Tax Contests and Other Administrative Matters	
SECTION 3.01.	Responsibility for Preparing Tax Returns	9
SECTION 3.02.	Filing of Tax Returns and Payment of Taxes	9
SECTION 3.03.	Tax Contests	10
SECTION 3.04.	Expenses	11
SECTION 3.05.	Joint Venture Taxes	11
	ARTICLE IV	
	Tax Matters Relating to the Transactions	
SECTION 4.01.	Mutual Representations	11
SECTION 4.02.	Mutual Covenants	12
SECTION 4.03.	Restricted Actions	12
SECTION 4.04.	Consent to Take Certain Restricted Actions	14
SECTION 4.05.	Procedures Regarding Opinions and Rulings	14
SECTION 4.06.	Notification and Certification Regarding Certain Acquisition Transactions	15
SECTION 4.07.	Reporting	15
SECTION 4.08.	Tax Treatment of Certain Amounts Paid Pursuant to the EMA	16
SECTION 4.09.	Protective Section 336(e) Election	16
SECTION 4.10.	Actions after the Distribution on the Distribution Date	16
SECTION 4.11.	Actions after the Distribution Date for Remainder of Calendar Year	16
SECTION 4.12.	Termination of Tax Sharing Agreements	17

ARTICLE V
Procedural Matters

SECTION 5.01.	Cooperation	17
SECTION 5.02.	Interest	18
SECTION 5.03.	Indemnification Claims and Payments	18
SECTION 5.04.	Amount of Indemnity Payments	18
SECTION 5.05.	Treatment of Indemnity Payments	18
SECTION 5.06.	Tax Disputes	19

ARTICLE VI
Miscellaneous

SECTION 6.01.	Termination	19
SECTION 6.02.	Applicability	19
SECTION 6.03.	Survival	19
SECTION 6.04.	Separation Agreement	19
SECTION 6.05.	Confidentiality	19
SECTION 6.06.	Counterparts; Entire Agreement	20
SECTION 6.07.	Governing Law; Jurisdiction	20
SECTION 6.08.	Waiver of Jury Trial	20
SECTION 6.09.	Assignability	21
SECTION 6.10.	Third-Party Beneficiaries	21
SECTION 6.11.	Notices	21
SECTION 6.12.	Severability	22
SECTION 6.13.	Headings	22
SECTION 6.14.	Waivers of Default	22
SECTION 6.15.	Specific Performance	23
SECTION 6.16.	Amendments	23
SECTION 6.17.	Interpretation	23
SECTION 6.18.	Compliance by Subsidiaries	23

Appendix A - Intended Tax Treatment

Appendix B - Specified Dispute

TAX MATTERS AGREEMENT (this “Agreement”), dated as of June 25, 2021, by and between DTE ENERGY COMPANY, a Michigan corporation (“DTE”) and DT Midstream, Inc., a Delaware corporation (“Spinco” and, together with DTE, the “Parties”).

W I T N E S S E T H:

WHEREAS Spinco is an indirect wholly-owned subsidiary of DTE and a member of the affiliated group of which DTE is the common parent;

WHEREAS, pursuant to the Separation Agreement, DTE and Spinco have effected or agreed to effect the Conversion, the Intercompany Debt Refinancing, the External Borrowing, the Spinco Notes Repayment, the Receivable Distribution, the Louisiana Midstream Contribution, the Bluestone Gas Contribution, the Internal Distribution, the Contributions, the Recapitalization and the External Distribution (together, the “Transactions”); and

WHEREAS the Parties intend that each of the applicable Transactions qualify for its Intended Tax Treatment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms. The following terms shall have the following meanings. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Separation Agreement.

“10% Acquisition Transaction” has the meaning set forth in Section 4.06.

“Accounting Firm” has the meaning set forth in Section 3.01(c).

“Active Trade or Business” means the active conduct (determined in accordance with Section 355(b) of the Code) of the trade or business described in the Tax Opinion Representations for purposes of satisfying the requirements of Section 355(b) of the Code as it applies to each of the Distributions with respect to Spinco.

“Adjustment Request” means any formal or informal claim or request made or filed with any Taxing Authority for the adjustment, refund, credit or offset of Taxes, including any amended Tax Return claiming adjustment to the Taxes as reported on that Tax Return or, if applicable, to such Taxes as previously adjusted.

“Agreement” has the meaning set forth in the preamble.

“Apportioned Tax Attributes” means Tax Attributes that are subject to allocation or apportionment between one Person and another Person under applicable Law or by reason of the Transactions.

“Code” means the Internal Revenue Code of 1986, as amended.

“Determination” means (i) any final determination of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations), including a “determination” as defined in Section 1313(a) of the Code or execution of an IRS Form 870AD, or (ii) the payment of Tax by a Party (or its Subsidiary) that is responsible for payment of that Tax under applicable Law, with respect to any item disallowed or adjusted by a Taxing Authority, as long as the responsible Party determines that no action should be taken to recoup that payment and the other Party agrees.

“Distributions” means the Internal Distribution and the External Distribution.

“DTE” has the meaning set forth in the preamble.

“DTE Consolidated Group” means any consolidated, combined, unitary or similar group of which (i) any member of the DTE Tax Group is or was a member and (ii) any member of the Spinco Tax Group is or was a member.

“DTE Consolidated Tax Return” means any Tax Return with respect to a DTE Consolidated Group.

“DTE Joint Venture Entity” means any Person in which a member of the DTE Tax Group owns 50% or less of the outstanding equity interests.

“DTE Joint Venture Taxes” means any Taxes of any DTE Joint Venture Entity for which a member of the Spinco Tax Group may be liable directly or through any reimbursement or contribution obligation.

“DTE Tax Group” means any group comprised of DTE and any Subsidiary of DTE, excluding each member of the Spinco Tax Group.

“Indemnifying Party” means a Party that has an obligation to make an Indemnity Payment.

“Indemnitee” means a Party that is entitled to receive an Indemnity Payment.

“Indemnity Payment” means an indemnity payment contemplated by this Agreement, the EMA or the Separation Agreement.

“Intended Tax Treatment” means, with respect to each of the applicable Transactions, the U.S. Federal income Tax consequences (if any) set forth for such Transaction in Appendix A.

“IRS” means the U.S. Internal Revenue Service.

“Legal Comfort” has the meaning set forth in Section 4.04(b).

“Non-US Spinco Member” means (i) any member of the Spinco Tax Group other than a member that is incorporated, organized or otherwise formed under the laws of the United States or any state thereof or the District of Columbia and (ii) any member of the Spinco Tax Group formed under the laws of the United States or any state thereof or the District of Columbia that is owned, in whole or in part, directly or indirectly, by any member of the Spinco Tax Group described in clause (i).

“Ordinary Course of Business” means, with respect to an action taken (or to be taken) by a Person, that the action is taken in the ordinary course of the normal day-to-day operations of that Person.

“Ordinary Taxes” means Taxes other than (i) Transaction Taxes and (ii) Transfer Taxes.

“Parties” has the meaning set forth in the preamble.

“Post-Distribution Tax Period” means any taxable period (or portion thereof) that begins on or after the Distribution Date.

“Pre-Distribution Tax Period” means any taxable period (or portion thereof) that ends on or before the Distribution Date.

“Proposed Acquisition Transaction” has the meaning set forth in Section 4.03(b).

“Protective Section 336(e) Election” means, with respect to an entity, a protective election under Section 336(e) of the Code and Section 1.336-2(j) of the Regulations (and any similar provision of U.S. state or local Law for such jurisdictions as DTE shall determine at its sole discretion) to treat the disposition of the stock of such entity, pursuant to the Distributions, as a deemed sale of the assets of such entity in accordance with Section 1.336-2(h) of the Regulations (or any similar provision of U.S. state or local Law).

“Records” has the meaning set forth in Section 5.01.

“Refund Recipient” has the meaning set forth in Section 2.03.

“Regulations” means the Treasury regulations promulgated under the Code.

“Restricted Period” has the meaning set forth in Section 4.03(a).

“Ruling” means a private letter ruling (including any supplemental ruling) issued by the IRS, whether granted prior to, on or after the date hereof.

“Separation Agreement” means the Separation and Distribution Agreement dated as of the date of this Agreement by and between DTE and Spinco, including the Schedules thereto.

“Significant Non-U.S. Shareholder” means a person (other than a “United States person” within the meaning of Section 7701(a)(30) of the Code) that owns more than 5 percent of DTE common stock (directly or under the applicable attribution rules provided in Section 897(c)(6)(C) of the Code and Section 1.897-1(c)(2)(iii) of the Treasury Regulations).

“Specified Dispute” has the meaning set forth in Section 5.06.

“Spinco” has the meaning set forth in the preamble.

“Spinco Joint Venture Entity” means any Person in which a member of the Spinco Tax Group owns 50% or less of the outstanding equity interests.

“Spinco Joint Venture Taxes” means any Taxes of any Spinco Joint Venture Entity for which a member of the Spinco Tax Group may be liable directly or through any reimbursement or contribution obligation.

“Spinco SAG” has the meaning set forth in Section 4.03(a)(v).

“Spinco Separate Tax Return” means any Tax Return that (a) includes any member of the Spinco Tax Group and (b) does not include any member of the DTE Tax Group.

“Spinco Stock” means (i) all classes or series of stock or other equity interests of Spinco and (ii) all other instruments properly treated as stock of Spinco for U.S. Federal income Tax purposes.

“Spinco Tax Group” means any group comprised of Spinco and any Subsidiary of Spinco.

“Straddle Period” has the meaning set forth in Section 2.05(b).

“Subsidiary” means, with respect to any Person, a corporation, partnership, association, limited liability company, trust or other form of legal entity in which such Person and/or one or more Subsidiaries of such Person has either (i) a majority ownership in the equity thereof; (ii) the power to elect, or to direct the election of, a majority of the board of directors or other analogous governing body of such entity; or (iii) the title or function of general partner or manager, or the right to designate the Person having such title or function.

“Tax Advisor” means a U.S. Tax counsel or accountant of recognized national standing.

“Tax Attribute” means any carryovers or carrybacks of net operating losses, net capital losses, excess tax credits and any other similar tax attributes as determined for Federal, state, local or foreign Tax purposes. For the avoidance of doubt, the existence or amount of basis and computations of previously taxed income and earnings and profits are not Tax Attributes.

“Tax Contest” means an audit, review, examination or other administrative or judicial proceeding, in each case by any Taxing Authority.

“Tax Dispute” has the meaning set forth in Section 5.06.

“Tax Opinion Representations” means representations regarding certain facts in existence at the applicable time made by DTE and Spinco that serve as a basis for the Tax Opinion.

“Tax Opinion” means the written opinion of Cravath, Swaine & Moore LLP issued to DTE to the effect that each of the applicable Transactions should qualify for its Intended Tax Treatment.

“Tax Return” means any return, declaration, statement, report, form, estimate or information return relating to Taxes, in each case, including any amendments thereto and any related or supporting information, required or permitted to be filed with any Taxing Authority.

“Tax Return Preparer” has the meaning set forth in Section 3.01(a).

“Taxes” means all forms of taxation or duties imposed by any Governmental Authority, or required by any Governmental Authority to be collected or withheld, including charges, in each case, in the nature of a tax, together with any related interest, penalties and other additional amounts.

“Taxing Authority” means any Governmental Authority charged with the determination, collection or imposition of Taxes.

“Transaction Taxes” means all (i) Taxes imposed on DTE, Spinco or any of their respective Subsidiaries resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment, (ii) Taxes imposed on any third party resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment for which DTE, Spinco or any of their respective Subsidiaries is or becomes liable for any reason and (iii) reasonable, out-of-pocket legal, accounting and other advisory or court fees incurred in connection with liability for Taxes described in clause (i) or (ii).

“Transaction Tax Contest” means a Tax Contest with the purpose or effect of determining or redetermining Transaction Taxes.

“Transactions” has the meaning set forth in the recitals.

“Transfer Taxes” means all transfer, sales, use, excise, stock, stamp, stamp duty, stamp duty reserve, stamp duty land, documentary, filing, recording, registration, value-added and other similar Taxes.

“Unqualified Tax Opinion” has the meaning set forth in Section 4.04(c).

“USRPHC” means a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code.

ARTICLE II

Allocation of Tax Liabilities and Tax Benefits

SECTION 2.01. DTE Indemnification of Spinco. After the External Distribution, DTE shall be liable for, and shall indemnify and hold Spinco harmless from, the following Taxes, whether incurred directly by Spinco or indirectly through one of its Subsidiaries:

(a) For any taxable period, Ordinary Taxes of any member of the DTE Tax Group or a DTE Consolidated Group and Ordinary Taxes reflected on all DTE Consolidated Tax Returns; and

(b) Transaction Taxes;

in each case, other than Taxes for which Spinco is liable under Section 2.02.

SECTION 2.02. Spinco Indemnification of DTE. After the External Distribution, Spinco shall be liable for, and shall indemnify and hold DTE harmless from, the following Taxes, whether incurred directly by DTE or indirectly through one of its Subsidiaries:

(a) For any taxable period, Ordinary Taxes of any member of a Spinco Tax Group and Ordinary Taxes reflected on all Spinco Separate Tax Returns; and

(b) Transaction Taxes attributable to:

(i) the failure to be true when made or deemed made of (A) any Tax Opinion Representation made by Spinco or (B) any representation made by Spinco, any Subsidiary or controlling shareholder of Spinco, any counterparty to any Proposed Acquisition Transaction or any of such counterparty’s Affiliates for purposes of obtaining a Ruling or an Unqualified Tax Opinion intended to be Legal Comfort;

(ii) any action or omission by Spinco or any Subsidiary of Spinco in breach of the covenants set forth herein (including those in Section 4.03, without regard to Section 4.04), in any other Ancillary Agreement or in the Separation Agreement;

- (iii) the application of Section 355(e) or 355(f) of the Code to any of the Transactions by virtue of any acquisition (or deemed acquisition) of Spinco Stock (including newly issued Spinco Stock) or assets of Spinco or any Subsidiary of Spinco;
- (iv) a determination that either of the Distributions was used principally as a device for the distribution of the earnings and profits within the meaning of Section 355(a)(1)(B) of the Code if such determination was based in whole or in part on any sale or exchange of Spinco Stock or on any distribution on Spinco Stock occurring after the External Distribution; or
- (v) any other action or omission taken after the External Distribution by Spinco or any Subsidiary of Spinco, except to the extent such action or omission is otherwise expressly required or permitted by this Agreement (other than under Section 4.04), any other Ancillary Agreement or the Separation Agreement; and

(c) Any and all Transfer Taxes incurred by the DTE Tax Group or the Spinco Tax Group as a result of the Transactions.

SECTION 2.03. Refunds, Credits and Offsets. Subject to Section 2.04, if DTE, Spinco or any of their respective Subsidiaries receives any refund of any Taxes for which the other Party is liable under Sections 2.01 and 2.02 (a “Refund Recipient”), such Refund Recipient shall pay to the other Party the entire amount of the refund (including interest, but net of any Taxes imposed with respect to such refund) within 10 business days of receipt or accrual; provided, however, that the other Party, upon the request of such Refund Recipient, shall repay the amount paid to the other Party (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event such Refund Recipient is required to repay such refund to the relevant Taxing Authority. In the event a Party would be a Refund Recipient but for the fact it applied a refund to which it would otherwise have been entitled against a Tax liability arising in a subsequent taxable period, then such Party shall be treated as a Refund Recipient and the economic benefit of so applying the refund shall be treated as a refund for purposes of this Section 2.03, and shall be paid within 10 business days of the due date of the Tax Return to which such refund is applied to reduce the subsequent Tax liability.

SECTION 2.04. Carrybacks. If a Tax Return of Spinco or any of its Subsidiaries for any taxable period ending after the Distribution Date reflects any Tax Attribute, then Spinco or its applicable Subsidiary shall (a) waive the right to carry back any such Tax Attribute to a Pre-Distribution Tax Period and (b) not make any affirmative election to carry back any such Tax Attribute to a Pre-Distribution Tax Period, in each case, to the extent permissible under applicable Law. In the event that Spinco or any of its Subsidiaries does carry back a Tax Attribute to a Pre-Distribution Tax Period, then (i) no payment with respect to such carryback shall be due to Spinco or any of its

Subsidiaries from DTE and (ii) if Spinco or any of its Subsidiaries receives any refund, credit or offset of any Taxes in connection with such carryback, Spinco shall promptly pay to DTE the full amount of such refund or the economic benefit of the credit or offset (including interest, but net of any Taxes imposed with respect to such refund). This Section 2.04 shall not apply to any Tax Attributes reflected on any Spinco Separate Tax Return.

SECTION 2.05. Straddle Periods. (a) DTE and Spinco shall take all commercially reasonable actions necessary or appropriate to close the taxable year of each member of the Spinco Tax Group for all Tax purposes as of the end of the Distribution Date to the extent permitted by applicable Law.

(b) For any taxable period that includes (but does not end on) the Distribution Date (a “Straddle Period”), Taxes for the Pre-Distribution Tax Period shall be computed (i) in the case of Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes), on a daily *pro rata* basis and (ii) in the case of other Taxes, as if the taxable period ended as of the close of business on the Distribution Date, and in the case of any such other Taxes that are attributable to the ownership of any equity interest in a partnership, other “flowthrough” entity or “controlled foreign corporation” (within the meaning of Section 957(a) of the Code or any comparable U.S. state or local or foreign Law), as if the taxable period of that entity ended as of the close of business on the Distribution Date (whether or not such Taxes arise in a Straddle Period of the applicable owner).

(c) DTE and Spinco hereby agree that, consistent with Section 1.1502-76(b) of the Regulations, (i) any transaction with respect to Spinco or the Spinco Tax Group occurring on the Distribution Date but after the effective time of the External Distribution and (ii) any transaction occurring or item of income, gain or loss recognized in the Ordinary Course of Business of Spinco or the Spinco Tax Group on the Distribution Date are, in each case, properly allocable to the portion of the Distribution Date following the Distribution and shall be treated for all U.S. Federal income Tax purposes as occurring at the beginning of the day following the Distribution Date. The parties shall file all Tax Returns in a manner consistent with such treatment.

SECTION 2.06. Apportioned Tax Attributes. Spinco may request that DTE undertake a determination of the portion, if any, of any Apportioned Tax Attribute to be allocated or apportioned to the Spinco Tax Group (or any member thereof) under applicable Law. If DTE undertakes such a determination, whether or not at the request of Spinco, DTE shall in good faith advise Spinco in writing of the amount, if any, of any Apportioned Tax Attributes which DTE determines shall be allocated or apportioned to the Spinco Tax Group (or any member thereof) under applicable Law; provided that this Section 2.06 shall not be construed as obligating DTE to undertake any such determination as to the amount, allocation or apportionment of any Apportioned Tax Attribute. Spinco agrees that it shall accept DTE’s allocation or apportionment of Apportioned Tax Attributes, and Spinco and all members of the Spinco Group shall prepare all Tax Returns in accordance therewith, unless such allocation or apportionment is manifestly unreasonable or manifestly erroneous. Spinco shall reimburse DTE for all

reasonable third-party costs and expenses incurred by DTE or any of its Subsidiaries in connection with such determination requested by Spinco within ten (10) Business Days after receiving an invoice from DTE therefor.

ARTICLE III

Tax Returns, Tax Contests and Other Administrative Matters

SECTION 3.01. Responsibility for Preparing Tax Returns. (a) Spinco shall timely prepare or cause to be timely prepared any Spinco Separate Tax Returns that are required or permitted to be filed for any taxable period beginning before the Distribution Date. Except for any Tax Returns to be prepared by Spinco pursuant to the immediately preceding sentence, DTE shall timely prepare or cause to be timely prepared any Tax Returns of the DTE Tax Group and the DTE Consolidated Group that are required or permitted to be filed for any taxable period beginning before the Distribution Date. The Party responsible for preparing any Tax Returns pursuant to this Section 3.01(a) shall be referred to herein as the “Tax Return Preparer”. If a Party other than the Tax Return Preparer is responsible for filing any such Tax Return under Section 3.02(a), the Tax Return Preparer shall, subject to Section 3.01(c), promptly deliver such prepared Tax Return to the other Party reasonably in advance of the applicable filing deadline.

(b) To the extent that any Tax Return described in Section 3.01(a) is required to be filed by a Party other than the Tax Return Preparer or directly relates to matters for which another Party may have an indemnification obligation to the Tax Return Preparer or that may give rise to a refund to which that other Party would be entitled, under this Agreement, the Tax Return Preparer shall (i) prepare the relevant portions of the Tax Return on a basis consistent with past practice, except (A) as required by applicable Law or to correct any clear error, (B) as a result of changes or elections made on any DTE Consolidated Tax Return that do not relate primarily to the Spinco Tax Group or (C) as mutually agreed by the Parties; (ii) notify the other Party of any such portions not prepared on a basis consistent with past practice; (iii) provide the other Party a reasonable opportunity to review the relevant portions of the Tax Return; and (iv) consider in good faith any reasonable comments made by the other Party.

(c) The Parties shall attempt in good faith to resolve any issues arising out of the review of any such Tax Return as soon as practically possible. If the Parties are unable to resolve their differences, then the Parties shall collectively select an independent accounting firm (the “Accounting Firm”) and shall instruct the Accounting Firm to use its best efforts to prepare the relevant portions of the Tax Return on behalf of the Tax Return Preparer in compliance with Section 3.01(b) as promptly as practically possible. All determinations of the Accounting Firm relating to the disputed items, absent fraud, shall be final and binding on the Parties. The fees and expenses of the Accounting Firm shall be borne by Spinco.

SECTION 3.02. Filing of Tax Returns and Payment of Taxes. (a) Each Party shall execute and timely file each Tax Return that it is responsible for filing under applicable Law and shall timely pay to the relevant Taxing Authority any amount shown

as due on each such Tax Return. The obligation to make payments pursuant to this Section 3.02(a) shall not affect a Party's right, if any, to receive payments under Section 3.02(b) or otherwise be indemnified under this Agreement.

(b) In addition to its obligations under Section 3.01(b), the Tax Return Preparer shall, no later than 5 business days before the due date (including extensions) of any Tax Return described in Section 3.01(a), notify the other Party of any amount (or any portion of any such amount) shown as due on that Tax Return for which the other Party must indemnify the Tax Return Preparer under this Agreement. The other Party shall pay such amount to the Tax Return Preparer no later than the due date (including extensions) of the relevant Tax Return. A failure by an Indemnitee to give notice as provided in this Section 3.02(b) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(c) Neither Spinco nor any of its Subsidiaries shall file, amend, withdraw, revoke or otherwise alter any DTE Consolidated Tax Return.

(d) Neither Spinco nor any of its Subsidiaries shall file, amend, withdraw, revoke or otherwise alter any Tax Return of Spinco or any of its Subsidiaries (other than any Spinco Separate Tax Returns) to the extent such Tax Return relates to the Pre-Distribution Tax Period without the prior written consent of DTE, which consent shall not be unreasonably withheld or delayed.

(e) Spinco shall not file any Adjustment Request with respect to any Tax for which DTE has an indemnification obligation under this Agreement or that would otherwise reasonably be expected to give rise to a Tax liability for which DTE would be responsible (and for which DTE may not seek indemnification under this Agreement) and DTE will not file any Adjustment Request with respect to any Tax for which Spinco has an indemnification obligation under this Agreement or that would otherwise reasonably be expected to give rise to a Tax liability for which Spinco would be responsible (and for which Spinco may not seek indemnification under this Agreement), in each case without the consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Any Adjustment Request that the Parties consent to make under this Section 3.02 shall be prepared by the applicable Tax Return Preparer.

SECTION 3.03. Tax Contests. (a) DTE or Spinco, as applicable, shall, within 10 business days of becoming aware of any Transaction Tax Contest or Tax Contest that could reasonably be expected to cause the other Party to have an indemnification obligation under this Agreement, notify the other Party of such Transaction Tax Contest or Tax Contest and thereafter promptly forward or make available to the Indemnifying Party copies of notices and communications relating to the relevant portions of such Tax Contest. A failure by an Indemnitee to give notice as provided in this Section 3.03(a) (or to promptly forward any such notices or communications) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(b) DTE and Spinco each shall have the exclusive right to control the conduct and settlement of any Tax Contest, other than a Transaction Tax Contest, relating to any Tax Return that it is responsible for preparing pursuant to Section 3.01(a). Notwithstanding the foregoing, if the conduct or settlement of any portion or aspect of any such Tax Contest could reasonably be expected to cause a Party to have an indemnification obligation under this Agreement, then the Indemnitee shall not accept or enter into any settlement without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(c) DTE shall have the exclusive right to control the conduct and settlement of any Transaction Tax Contest; provided, that where the conduct or settlement of any portion or aspect of any such Transaction Tax Contest could reasonably be expected to cause Spinco to have an indemnification obligation under this Agreement, then (i) DTE shall not accept or enter into any settlement relating to any Transaction Tax Contest without the consent of Spinco, which consent shall not unreasonably be withheld or delayed, and (ii) Spinco shall have the right to attend any formally scheduled meetings with any Taxing Authority or hearings or proceedings before any judicial authority, in each case with respect to such Transaction Tax Contest (or the relevant portion or aspect thereof). Notwithstanding the foregoing, either Party shall be entitled to exclusively control the conduct and settlement of any Transaction Tax Contest if such Party notifies the other Party that (notwithstanding the rights and obligations of the Parties under this Agreement) it agrees to pay and indemnify the other Party against any Transaction Taxes resulting from such Transaction Tax Contest.

SECTION 3.04. Expenses. Each Party shall bear its own expenses in the course of any Tax Contest, other than expenses included in the definition of Transaction Taxes, which shall be governed by Article II.

SECTION 3.05. Joint Venture Taxes. Notwithstanding anything to the contrary in this Agreement:

(a) Spinco shall be liable for all Spinco Joint Venture Taxes and shall have the exclusive right to control the conduct and settlement of any Tax Contest with respect to any Spinco Joint Venture Entity to the extent provided for in the relevant Spinco Joint Venture Entity's governing documents; and

(b) DTE shall be liable for all DTE Joint Venture Taxes and shall have the exclusive right to control the conduct and settlement of any Tax Contest with respect to any DTE Joint Venture Entity to the extent provided for in the relevant DTE Joint Venture Entity's governing documents.

ARTICLE IV

Tax Matters Relating to the Transactions

SECTION 4.01. Mutual Representations. Each Party represents that it knows of no fact, and has no plan or intention to take any action, that it knows or reasonably should expect, after consultation with a Tax Advisor, is inconsistent with the qualification of any step of the Transactions for its Intended Tax Treatment.

SECTION 4.02. Mutual Covenants. (a) Each Party shall use its reasonable best efforts to cause the Tax Opinion to be issued, including by executing the Tax Opinion Representations requested by Cravath, Swaine & Moore LLP that are true and correct.

(b) Except as otherwise expressly required or permitted by the Separation Agreement, this Agreement or any other Ancillary Agreement, after the External Distribution neither Party shall take or fail to take, or cause or permit its respective Subsidiaries to take or fail to take, any action, if such action or omission would be inconsistent with its Tax Opinion Representations or the Intended Tax Treatment.

SECTION 4.03. Restricted Actions. (a) Subject to Section 4.04, during the period beginning on the Distribution Date and ending on, and including, the last day of the two-year period following the Distribution Date (the “Restricted Period”), Spinco shall not (and shall not cause or permit any of its Subsidiaries to), in a single transaction or a series of transactions:

(i) enter into any Proposed Acquisition Transaction;

(ii) take any affirmative action that permits a Proposed Acquisition Transaction to occur by means of an agreement to which neither Spinco nor any of its Subsidiaries is a party (including by (A) redeeming rights under a shareholder rights plan, (B) finding a tender offer to be a “permitted offer” under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction, (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the DGCL or any similar corporate statute, or any “fair price” or other provision of Spinco’s charter or bylaws, or (D) amending its certificate of incorporation to declassify its Board of Directors or approving any such amendment);

(iii) liquidate or partially liquidate Spinco, whether by merger, consolidation or otherwise (provided that, for the avoidance of doubt, a merger of another entity into Spinco or any of its Subsidiaries shall not constitute an action described in this Section 4.03(a)(iii));

(iv) cause or permit Spinco to cease to engage in the Active Trade or Business;

(v) sell or transfer 50% or more of the gross assets of the Active Trade or Business or 50% or more of the gross assets of the “separate affiliated group” (within the meaning of Section 355(b)(3)(B) of the Code) of Spinco (the “Spinco SAG”) held immediately before the Internal Distribution (provided, however, that the foregoing shall not apply to (A) sales, transfers or dispositions of assets to any member of the Spinco SAG, (B) sales, transfers or dispositions of assets in the Ordinary Course of Business of Spinco, (C) payments of cash to acquire assets

from an unrelated Person in an arm's length transaction, (D) sales, transfers or dispositions of assets to a Person that is disregarded as an entity separate from the transferor for U.S. Federal income Tax purposes or (E) any mandatory or optional repayments (or prepayments) of any indebtedness of Spinco or any of its Subsidiaries); or

(vi) redeem or otherwise repurchase (directly or indirectly) any Spinco Stock, except to the extent such redemptions or repurchases satisfies Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to its amendment by Revenue Procedure 2003-48).

(b) (i) For purposes of this Agreement, "Proposed Acquisition Transaction" means any transaction or series of transactions (or any agreement, understanding or arrangement to enter into a transaction or series of transactions) as determined for purposes of Section 355(e) of the Code, in connection with which one or more Persons would (directly or indirectly) acquire, or have the right to acquire (including pursuant to an option, warrant or other conversion right), from any other Person or Persons, an interest in Spinco Stock that, when combined with any other acquisitions of Spinco Stock that occur after the Distributions (but excluding any other acquisition described in clause (ii)) comprises 35% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in Spinco for U.S. Federal income Tax purposes immediately after such transaction or, in the case of a series of related transactions, immediately after any transaction in such series. For this purpose, any recapitalization, repurchase or redemption of Spinco Stock and any amendment to the certificate of incorporation (or other organizational documents) of Spinco shall be treated as an indirect acquisition of Spinco Stock by any shareholder to the extent such shareholder's percentage interest in interests that are treated as outstanding equity in Spinco for U.S. Federal income Tax purposes increases by vote or value.

(ii) Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (x) the adoption by Spinco of a shareholder rights plan that meets the requirements of IRS Revenue Ruling 90-11, (y) transfers on an established market of Spinco Stock that are described in Safe Harbor VII of Section 1.355-7(d) of the Regulations or (z) issuances of Spinco Stock that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Section 1.355-7(d) of the Regulations; provided, that such transaction or series of transactions shall constitute a Proposed Acquisition Transaction if meaningful factual diligence is necessary to establish that Section 4.03(b)(ii)(x), (y) or (z) applies.

(c) If Spinco merges or consolidates with another entity to form a new entity, references in this Agreement to Spinco shall be to that new entity and Spinco Stock shall refer to the capital stock or other relevant instruments or rights of that new entity.

(d) The provisions of this Section 4.03, including the definition of “Proposed Acquisition Transaction”, are intended to monitor compliance with Section 355 of the Code and shall be interpreted accordingly. Any clarification of, or change in, Section 355 of the Code or the Regulations thereunder shall be incorporated into this Section 4.03 and its interpretation.

SECTION 4.04. Consent to Take Certain Restricted Actions. (a) Spinco may (and may cause or permit its Subsidiaries to) take an action otherwise prohibited under Section 4.03(a) if (i) DTE consents in writing to any such action, which consent shall be at DTE’s sole and absolute discretion or (ii) Spinco has received Legal Comfort with respect to such action. For the avoidance of doubt, neither DTE’s written consent pursuant to this Section 4.04(a) nor Spinco’s receipt of Legal Comfort shall relieve Spinco of its indemnification obligations under Section 2.02(b).

(b) For purposes of this Agreement, “Legal Comfort” means either a Ruling or an Unqualified Tax Opinion concluding that the proposed action will not cause any step of the Transactions to fail to qualify for its Intended Tax Treatment. Such Ruling or Unqualified Tax Opinion will constitute Legal Comfort only if it is satisfactory in both form and substance to DTE in its discretion, which discretion shall be reasonably exercised in good faith solely to ensure that the proposed action does not result in any step of the Transactions failing to qualify for its Intended Tax Treatment. In determining whether an Unqualified Tax Opinion is satisfactory, DTE may consider, among other factors, the appropriateness of any underlying assumptions or representations and DTE’s views on the substantive merits of the legal analysis contained therein, and DTE may determine that no Unqualified Tax Opinion would be acceptable to DTE.

(c) For purposes of this Agreement, “Unqualified Tax Opinion” means an unqualified “will” opinion of a Tax Advisor, which Tax Advisor is acceptable to DTE in DTE’s sole and absolute discretion, that permits reliance by DTE. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Tax Opinions/Rulings, unless such reliance would be unreasonable under the circumstances, and shall assume that each of the applicable Transactions would have qualified for its Intended Tax Treatment if the action in question did not occur.

SECTION 4.05. Procedures Regarding Opinions and Rulings. (a) If Spinco notifies DTE that it desires to take a restricted action described in Section 4.03(a) and DTE requires Legal Comfort as a condition to consenting to such restricted action pursuant to Section 4.04(b), DTE shall use commercially reasonable efforts to expeditiously obtain, or assist Spinco in obtaining, such Legal Comfort. Notwithstanding the foregoing, DTE shall not be required to take any action pursuant to this Section 4.05(a) if, upon request, Spinco fails to certify that all information and representations relating to Spinco or any Subsidiary of Spinco in the relevant documents are true, correct and complete or fails to obtain certification from any counterparty to any Proposed Acquisition Transaction that all information and representations relating to such counterparty in the relevant documents are true, correct and complete. Spinco shall reimburse DTE for all reasonable out-of-pocket costs and expenses incurred by DTE or any Subsidiary of DTE in obtaining Legal Comfort within 10 business days after receiving an invoice from DTE therefor.

(b) Notwithstanding anything herein to the contrary, Spinco shall not seek any Ruling with respect to a Pre-Distribution Tax Period (whether or not relating to the Transactions).

(c) DTE shall have the right to obtain a Ruling, any other guidance from any Taxing Authority or an opinion of Tax counsel or an accounting firm relating to the Transactions at any time in DTE's sole discretion. Spinco, at the request of DTE, shall use commercially reasonable efforts to expeditiously obtain, or assist DTE in obtaining, any such Ruling, other guidance or opinion; provided, however, that Spinco shall not be required to make any representation or covenant that it does not reasonably believe is (and will continue to be) true, accurate and consistent with historical facts. DTE shall reimburse Spinco for all reasonable out-of-pocket costs and expenses incurred by Spinco or any Subsidiary of Spinco in obtaining a Ruling, other guidance or opinion requested by DTE within 30 days after receiving an invoice from Spinco therefor.

(d) DTE shall have exclusive control over the process of obtaining any Ruling or other guidance from any Taxing Authority concerning the Transactions, and Spinco shall not independently seek any Ruling or other guidance concerning the Transactions at any time. In connection with any Ruling requested by Spinco pursuant to Section 4.05(a) or that can reasonably be expected to affect Spinco's liabilities under this Agreement, DTE shall (1) keep Spinco informed of all material actions taken or proposed to be taken by DTE, (2) reasonably in advance of the submission of any ruling request provide Spinco with a draft thereof, consider Spinco's comments on such draft and provide Spinco with a final copy thereof and (3) provide Spinco with notice reasonably in advance of, and (subject to the approval of the IRS) permit Spinco to attend, any formally scheduled meetings with the IRS that relate to such Ruling.

SECTION 4.06. Notification and Certification Regarding Certain Acquisition Transactions. If Spinco proposes to enter into any 10% Acquisition Transaction or take any affirmative action to permit any 10% Acquisition Transaction to occur at any time during the 30-month period following the Distribution Date, Spinco shall undertake in good faith to provide DTE, no later than 10 business days prior to signing any written agreement with respect to such 10% Acquisition Transaction or obtaining knowledge of the occurrence of any such 10% Acquisition Transaction that takes place without written agreement, with a written description of such transaction (including the type and amount of Spinco Stock to be acquired) and a brief explanation as to why Spinco believes that such transaction does not result in the application of Section 355(a)(1)(B), 355(e) or 355(f) of the Code to the Transactions. For purposes of this Section 4.06, "10% Acquisition Transaction" means any transaction or series of transactions that would be a Proposed Acquisition Transaction if the percentage specified in the definition of Proposed Acquisition Transaction were 10% instead of 35%.

SECTION 4.07. Reporting. DTE and Spinco shall (i) timely file any appropriate information and statements (including as required by Section 6045B of the

Code and Section 1.355-5 and, to the extent applicable, Section 1.368-3 of the Regulations) to report each of the applicable Transactions as qualifying for its Intended Tax Treatment and (ii) absent a change of Law or an applicable Determination otherwise, not take, and shall not cause any of its Subsidiaries to take, any position on any Tax Return that is inconsistent with such qualification.

SECTION 4.08. Tax Treatment of Certain Amounts Paid Pursuant to the EMA. Amounts paid pursuant to the EMA shall be treated in the manner as described in the EMA and Section 5.05.

SECTION 4.09. Protective Section 336(e) Election. (a) DTE will make a Protective Section 336(e) Election with respect to each of the Distributions. Accordingly, the Parties agree that this Agreement constitutes a written, binding agreement to make a Protective Section 336(e) Election with respect to each of the Distributions as contemplated by Section 1.336-2(h)(1)(i) of the Regulations. Spinco will cooperate with DTE to facilitate the making of such election.

(b) If Spinco realizes a Tax benefit from the step-up in Tax basis resulting from a failure of any of the Distributions to qualify (in whole or in part) for its Intended Tax Treatment and the election described in Section 4.09(a), unless Spinco has indemnified DTE for the resulting Transaction Taxes under Section 2.02(b), Spinco shall make quarterly payments to DTE in an amount equal to the actual Tax savings, as and when realized, arising from the step-up in Tax basis resulting from the Protective Section 336(e) Election, determined on a “with and without” basis (treating any deductions or amortization attributable to the step-up in Tax basis resulting from the Protective Section 336(e) Election as the last items claimed for any taxable period, including after the utilization of any available net operating loss carryforwards), net of any reasonable out-of-pocket expenses necessary to secure such Tax savings.

SECTION 4.10. Actions after the Distribution on the Distribution Date. Spinco will not take any action on the Distribution Date after the External Distribution that is outside the Ordinary Course of Business of Spinco.

SECTION 4.11. Actions after the Distribution Date for Remainder of Calendar Year. (a) From and after the Distribution Date, Spinco shall not, without the prior consent of Parent, cause or permit any Non-US Spinco Member to engage in, enter into, or undertake any of the following actions or series of actions having an effective date on or before January 1 of the calendar year immediately following the calendar year in which the Distribution Date occurs:

- (b) a distribution, whether in the form of a dividend, return of capital or otherwise;
- (c) a redemption or other repurchase (directly or indirectly) of any shares of capital stock of any Non-US Spinco Member;
- (d) any merger, consolidation, amalgamation, combination, demerger, liquidation, conversion or other corporate restructuring having similar effect;

(e) a sale of assets;

(f) a sale of any shares of any Subsidiary of Spinco;

(g) the filing of a U.S. Internal Revenue Service Form 8832 with respect to any Non-US Spinco Member or any other action that would reasonably be expected to change the U.S. entity classification of any Non-US Spinco Member;

(h) any similar actions or transactions outside of the Ordinary Course of Business of any Non-US Spinco Member that would reasonably be expected to impact the earnings and profits as determined for U.S. Federal income Tax purposes of any Non-US Spinco Member; or

(i) any “extraordinary reduction” (within the meaning of Section 1.245A-5T(e)(2) of the Regulations) with respect to the ownership of any Non-US Spinco Member that is a “controlled foreign corporation” (within the meaning of Section 957(a) of the Code) by any “controlling section 245A shareholder” (within the meaning of Section 1.245A-5T(i)(2) of the Regulations).

SECTION 4.12. Termination of Tax Sharing Agreements. Prior to the Distributions, the Parties shall terminate all Tax allocation or sharing agreements that are exclusively between one or more members of the Spinco Tax Group, on the one hand, and one or more members of the DTE Tax Group, on the other hand (other than this Agreement).

ARTICLE V

Procedural Matters

SECTION 5.01. Cooperation. Each Party shall cooperate (and cause their respective Subsidiaries to cooperate) with reasonable requests from the other Party in matters covered by this Agreement, including in connection with the preparation and filing of Tax Returns, the calculation of Taxes, the determination of the proper financial accounting treatment of Tax items and the conduct and settlement of Tax Contests. Such cooperation shall include:

(i) retaining until the expiration of the relevant statute of limitations (including extensions) of records, documents, accounting data, computer data and other information (“Records”) necessary for the preparation, filing, review, audit or defense of all Tax Returns relevant to an obligation, right or liability of either Party under this Agreement;

(ii) providing the other Party reasonable access to Records and to its personnel (ensuring their cooperation) and premises during normal business hours to the extent relevant to an obligation, right or liability of the other Party under this Agreement or otherwise reasonably required by the other Party to complete Tax Returns or to compute the amount of any payment contemplated by this Agreement; and

(iii) notifying the other Party prior to disposing of any relevant Records and affording the other Party the opportunity to take possession or make copies of such Records at its discretion.

SECTION 5.02. Interest. Any payments required pursuant to this Agreement that are not made within the time period specified in this Agreement shall bear interest from the end of that period. Interest required to be paid pursuant to this Agreement shall, unless otherwise specified, be computed at the rate and in the manner provided in the Code for interest on underpayments for the relevant period.

SECTION 5.03. Indemnification Claims and Payments. (a) An Indemnitee shall be entitled to make a claim for payment with respect to Taxes under this Agreement when the Indemnitee determines that it is entitled to such payment and is able to calculate with reasonable accuracy the amount of such payment. Except as otherwise provided in Sections 3.02(b) and 3.03, the Indemnitee shall provide to the Indemnifying Party notice of such claim within 60 business days of the first date on which it so becomes entitled to make such claim. Such notice shall include a description of such claim and a detailed calculation of the amount claimed.

(b) Except as otherwise provided in Sections 3.02(b) and 3.03, the Indemnifying Party shall make the claimed payment to the Indemnitee within 30 business days after receiving such notice, unless the Indemnifying Party reasonably disputes its liability for, or the amount of, such payment.

(c) A failure by an Indemnitee to give notice as provided in Section 3.02(b), 3.03 or 5.03(a) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(d) Nothing in this Section 5.03 shall prejudice a Party's right to receive payments pursuant to Section 3.02(b) or 3.03.

SECTION 5.04. Amount of Indemnity Payments. The amount of any Indemnity Payment shall be (i) reduced to take into account any Tax benefit actually realized by the Indemnitee resulting from the incurrence of the liability in respect of which the Indemnity Payment is made and (ii) increased to take into account any Tax cost actually realized by the Indemnitee resulting from the receipt of the Indemnity Payment, including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations, and any Taxes imposed on additional amounts payable pursuant to this clause (ii). For purposes of calculating the amount of any Tax benefit or Tax cost, the applicable Indemnitee shall be deemed to be subject to the maximum applicable tax rate and any Tax attributes of such Indemnitee shall be disregarded.

SECTION 5.05. Treatment of Indemnity Payments. Any Indemnity Payment (other than any portion of a payment that represents interest accruing after the Distribution Date) shall be treated by DTE and Spinco for all Tax purposes as a

distribution from Spinco to DTE immediately prior to the External Distribution (if made by Spinco to DTE) or as a contribution from DTE to Spinco immediately prior to the External Distribution (if made by DTE to Spinco), except as otherwise required by applicable Law or a Determination.

SECTION 5.06. Tax Disputes. Notwithstanding Section 6.07, this Section 5.06 shall govern the resolution of any dispute arising between the Parties in connection with this Agreement, other than a dispute listed in Appendix B (a “Specified Dispute”, and any dispute other than a Specified Dispute, a “Tax Dispute”). The Parties shall negotiate in good faith to resolve any Tax Dispute for 45 calendar days (unless earlier resolved). Upon notice of either Party after 45 calendar days, the matter will be referred to an Accounting Firm acceptable to both Parties. The Accounting Firm may, in its discretion, obtain the services of any third party necessary to assist it in resolving the Tax Dispute. The Parties shall instruct the Accounting Firm to furnish notice to each Party of its resolution of the Tax Dispute as soon as practicable, but in any event no later than 60 calendar days after its acceptance of the matter for resolution. Any such resolution by the Accounting Firm will be binding on the Parties and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. All fees and expenses of the Accounting Firm shall be shared equally by the Parties. If, having determined that a Tax Dispute must be referred to an Accounting Firm, after 45 calendar days the Parties are unable to find an Accounting Firm willing to adjudicate the Tax Dispute in question and that the Parties in good faith find acceptable, then this Section 5.06 shall cease to apply to that Tax Dispute.

ARTICLE VI

Miscellaneous

SECTION 6.01. Termination. This Agreement will terminate without further action at any time before the External Distribution upon termination of the Separation Agreement. If terminated, no Party will have any Liability of any kind to the other Party or any other Person on account of this Agreement, except as provided in the Separation Agreement.

SECTION 6.02. Applicability. This Agreement shall not apply before the External Distribution.

SECTION 6.03. Survival. Except as expressly set forth in this Agreement, the covenants and indemnification obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

SECTION 6.04. Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

SECTION 6.05. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or its Subsidiaries may be exposed to employees

and agents of the other Party or its Subsidiaries as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Subsidiaries, that such Party's obligations with respect to Information and data of the other Party or its Subsidiaries shall be governed by Section 7.09 of the Separation Agreement.

SECTION 6.06. Counterparts; Entire Agreement. (a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and a facsimile or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 6.07. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to Section 5.06, each Party irrevocably consents to the exclusive jurisdiction, forum and venue of the Delaware Court of Chancery (and if the Delaware Court of Chancery shall be unavailable, any Delaware State court or the federal court sitting in the State of Delaware) over any and all claims, disputes, controversies or disagreements between the Parties or any of their respective Subsidiaries and Affiliates (as such terms are defined in the Separation Agreement), successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby or thereby, including their execution, performance or enforcement, whether in contract, tort or otherwise. Each of the Parties hereby agrees that it shall not assert, and shall hereby waive, any claim or right or defense that it is not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Subject to Section 5.06, each Party agrees that a final judgment in any legal proceeding resolved in accordance with this Section 6.07, Section 6.08 and Section 6.15 shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

SECTION 6.08. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS

AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.08.

SECTION 6.09. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement without consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets, or (b) the sale of all or substantially all of such Party's assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party. No assignment permitted by this Section 6.09 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

SECTION 6.10. Third-Party Beneficiaries. (a) The provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 6.11. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) on the date received, if sent by a nationally recognized delivery or courier service or (c) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to DTE, to:

DTE Energy Company
One Energy Plaza
Detroit, MI 48226
Attn: Patrick D. Lee, Vice President & Chief Tax Officer
e-mail: Patrick.lee@dtenergy.com

with a copy to:

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Attn: Stephen L. Gordon, Esq.
J. Leonard Teti II, Esq.
e-mail: gordon@cravath.com
lteti@cravath.com

If to Spinco, to:

DT Midstream, Inc.
One Energy Plaza
Detroit, MI 48226
Attn: Wendy Ellis, General Counsel
e-mail: wendy.ellis@dtmidstream.com

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

SECTION 6.12. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 6.13. Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.14. Waivers of Default. No failure or delay of either Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 6.15. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, DTE shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Spinco shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived. The Parties acknowledge and agree that the right of specific enforcement is an integral part of this Agreement and without that right, neither DTE nor Spinco would have entered into this Agreement.

SECTION 6.16. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 6.17. Interpretation. The rules of interpretation set forth in Section 11.15 of the Separation Agreement shall be incorporated by reference to this Agreement, *mutatis mutandis*. NOTWITHSTANDING THE FOREGOING, THE PURPOSE OF ARTICLE IV IS TO ENSURE THAT EACH OF THE APPLICABLE TRANSACTIONS QUALIFIES FOR ITS INTENDED TAX TREATMENT AND, ACCORDINGLY, THE PARTIES AGREE THAT THE LANGUAGE THEREOF SHALL BE INTERPRETED IN A MANNER THAT SERVES THIS PURPOSE TO THE GREATEST EXTENT POSSIBLE.

SECTION 6.18. Compliance by Subsidiaries. The Parties shall cause their respective Subsidiaries to comply with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above

DTE ENERGY COMPANY,

by /s/ David Ruud

Name: David Ruud

Title: Senior Vice President and Chief Financial Officer

DT MIDSTREAM, INC.,

by /s/ David Slater

Name: David Slater

Title: President and Chief Executive Officer

EMPLOYEE MATTERS AGREEMENT

by and between

DTE ENERGY COMPANY

and

DT MIDSTREAM, INC.

Dated as of June 25, 2021

TABLE OF CONTENTS

		<u>Page</u>
	ARTICLE I	
	DEFINITIONS	
SECTION 1.01.	Definitions	1
SECTION 1.02.	Interpretation.....	11
	ARTICLE II	
	ASSIGNMENT OF EMPLOYEES	
SECTION 2.01.	Transferred Employees.....	12
SECTION 2.02.	Listed Employees.....	12
SECTION 2.03.	Non-Employment Obligation.....	12
	ARTICLE III	
	PENSION, RETIREMENT AND DEFERRED COMPENSATION PLANS	
SECTION 3.01.	Qualified Defined Contribution Plans.....	13
SECTION 3.02.	Qualified Defined Benefit Pension Plans.....	14
SECTION 3.03.	Nonqualified Deferred Compensation Plans	15
	ARTICLE IV	
	WELFARE PLANS	
SECTION 4.01.	Establishment of the DT Midstream Welfare Plans.....	15
SECTION 4.02.	Coverage of DT Midstream Employees.....	15
SECTION 4.03.	Welfare Plan Liabilities.....	16
SECTION 4.04.	Disability.....	17
SECTION 4.05.	Workers' Compensation Claims.....	17
SECTION 4.06.	COBRA.....	17
SECTION 4.07.	Flexible Spending Accounts.....	18
SECTION 4.08.	Health Savings Accounts.....	18
SECTION 4.09.	Retiree Welfare Plans.....	18
SECTION 4.10.	Vacation Buy Plan.....	19

ARTICLE V
CERTAIN OTHER ARRANGEMENTS

SECTION 5.01.	Other DT Midstream Benefit Arrangements.....	19
SECTION 5.02.	No Change in Control.....	19
SECTION 5.03.	Annual Bonuses.....	20
SECTION 5.04.	Severance.....	20

ARTICLE VI
STOCK PLANS

SECTION 6.01.	DT Midstream Stock Plan.....	20
SECTION 6.02.	Restricted Stock Awards Held by DT Midstream Employees.....	20
SECTION 6.03.	Performance Share Awards Held by DT Midstream Employees.....	21
SECTION 6.04.	Approval and Terms of Equity Awards.....	22

ARTICLE VII

COMPENSATION MATTERS AND GENERAL BENEFIT MATTERS

SECTION 7.01.	Cessation of Participation in DTE Energy Benefit Plans.....	23
SECTION 7.02.	Assumption of Certain Employee Related Obligations.....	23
SECTION 7.03.	Restrictive Covenants in Employment and Other Agreements.....	24
SECTION 7.04.	Past Service Credit.....	24
SECTION 7.05.	Accrued Vacation and Other Paid Time Off.....	24
SECTION 7.06.	Leaves of Absence.....	25
SECTION 7.07.	DTE Energy Assets.....	25
SECTION 7.08.	Further Cooperation; Personnel Records; Data Sharing.....	25
SECTION 7.09.	Tax Deductions.....	25

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01.	Employment and Plan Rights.....	26
SECTION 8.02.	Confidentiality.....	26
SECTION 8.03.	Administrative Complaints/Litigation.....	26
SECTION 8.04.	Reimbursement and Indemnification.....	27
SECTION 8.05.	Entire Agreement.....	27
SECTION 8.06.	Section 409A.....	27
SECTION 8.07.	Amendment.....	27
SECTION 8.08.	Waiver.....	27
SECTION 8.09.	Execution in Counterparts.....	27
SECTION 8.10.	No Third-Party Beneficiaries.....	28
SECTION 8.11.	Notices.....	28
SECTION 8.12.	Force Majeure.....	28
SECTION 8.13.	No Public Announcement.....	28
SECTION 8.14.	Limited Liability.....	28
SECTION 8.15.	Effect if Distribution Does Not Occur.....	29
SECTION 8.16.	Miscellaneous.....	29

Schedule A - Listed Employees.....

EMPLOYEE MATTERS AGREEMENT, dated as of June 25, 2021 by and between DTE ENERGY COMPANY, a Michigan corporation (“DTE Energy”), and DT MIDSTREAM, INC., a Delaware corporation and wholly owned subsidiary of DTE Energy (“DT Midstream”).

WHEREAS, concurrently with the execution of this Agreement, DTE Energy and DT Midstream are entering into a Separation and Distribution Agreement (the “Distribution Agreement”), pursuant to which DTE Energy shall distribute on a pro rata basis to the holders of shares of DTE Energy common stock, without par value (“DTE Energy Shares”), its entire interest in DT Midstream by way of a dividend of all shares of DT Midstream common stock, par value \$0.01 per share (“DT Midstream Shares”), owned by DTE Energy as of the Distribution Date (as defined below); and

WHEREAS, in connection with the Distribution (as defined below), DTE Energy and DT Midstream desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Distribution Agreement, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. As used in this Agreement:

“2021 AIP Award” has the meaning set forth in Section 5.03.

“2021 DT Midstream Annual Award” has the meaning set forth in Section 5.03.

“2021 Incentive Payment” has the meaning set forth in Section 5.03.

“2021 REP Award” has the meaning set forth in Section 5.03.

“Action” means any claim, complaint, petition, hearing, charge, demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any Federal, state, local, foreign or international arbitration or mediation tribunal.

“Agreement” means this Employee Matters Agreement together with those parts of the Distribution Agreement referenced herein and all schedules hereto and all amendments, modifications and changes hereto and thereto.

“Ancillary Agreements” means this Agreement, the TMA and the TSA and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by the Distribution Agreement, including the schedules thereto.

“Assets” means all assets, properties and rights of every kind and nature (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible or intangible, or accrued or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

- (a) all accounting and other books, records, files and Personnel Records, whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape, electronic recording or any other form or medium;
- (b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, furniture, office and other equipment, including hardware systems, circuits and other computer and telecommunication assets and equipment, automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;
- (c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;
- (d) all interests in real property of whatever nature, including buildings, land, structures, improvements and fixtures thereon, and all easements and rights-of-way appurtenant thereto, and all leasehold interests, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise;
- (e) all interests in any capital stock of, or other equity interests in, any Subsidiary or any other Person; all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person; all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person; all other investments in securities of any Person; and all rights as a partner, joint venturer or participant;
- (f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other Contracts and all rights arising thereunder;
- (g) all deposits, letters of credit, performance bonds and other surety bonds;
- (h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals and materials and analyses prepared by consultants and other third parties;
- (i) all United States, state, multinational and foreign intellectual property, including patents, copyrights, trade names, trademarks, service marks, slogans, logos, trade dresses and other source indicators and the goodwill of the business symbolized thereby; all registrations, applications, recordings, disclosures, renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, foreign counterparts and other legal protections and rights related to any of the foregoing; mask works, trade secrets, inventions and other proprietary information, including know-how, processes, formulae, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business

and marketing plans and proposals, discoveries, inventions, licenses from third parties granting the right to use any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium;

(j) all computer applications, programs, software and other code (in object and source code form), including operating software, network software, firmware, middleware, design software, design tools, systems documentation, instructions, ASP, HTML, DHTML, SHTML and XML files, cgi and other scripts, APIs, web widgets, algorithms, models, methodologies, files, documentation related to any of the foregoing and all tangible embodiments of the foregoing in whatever form or medium now known or yet to be created;

(k) all websites, Internet URLs, domain names, social media handles and Internet user names, databases, content, text, graphics, images, audio, video, data and other copyrightable works or other works of authorship including all translations, adaptations, derivations and combinations thereof;

(l) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, subscriber, customer and vendor data, correspondence and lists, product literature and other advertising and promotional materials, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, server and traffic logs, quality records and reports and other books, records, studies, surveys, reports, plans, business records and documents;

(m) all prepaid expenses, trade accounts and other accounts and notes receivable (whether current or non-current);

(n) all claims or rights against any Person arising from the ownership of any other Asset, all rights in connection with any bids or offers, all Actions, judgments or similar rights, all rights under express or implied warranties, all rights of recovery and all rights of setoff of any kind and demands of any nature, in each case whether accrued or contingent, whether in tort, contract or otherwise and whether arising by way of counterclaim or otherwise;

(o) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(p) all licenses (including radio and similar licenses), permits, consents, approvals and authorizations that have been issued by any Governmental Authority and all pending applications therefor;

(q) Cash, bank accounts, lock boxes and other deposit arrangements;

(r) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements; and

(s) all goodwill as a going concern and other intangible properties.

“Benefit Plan” means any plan, program, policy, agreement, arrangement or understanding that is an employment, consulting, deferred compensation, executive

compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, deferred stock unit, other equity-based compensation, severance pay, retention, change in control, salary continuation, life, death benefit, health, hospitalization, workers' compensation, sick leave, vacation pay, child bonding leave, educational assistance, disability or accident insurance or other employee compensation or benefit plan, program, agreement or arrangement, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (whether or not subject to ERISA) sponsored, maintained or contributed to by such entity or to which such entity is a party.

"Borrowing" has the meaning set forth on Schedule I of the Distribution Agreement.

"Business Employee" means (a) each individual who immediately prior to the Distribution Date is employed by the DT Midstream Group, including each Transferred Employee and including any individual who is not actively at work due to a leave of absence (including vacation, holiday, child bonding, adoption or similar family-related leave, illness, injury or short-term disability) from which such employee is permitted to return to active employment in accordance with the DT Midstream Group's personnel policies, as in effect from time to time, or applicable Law and (b) each former employee of the DTE Energy Group, the DT Midstream Group or a former entity owned, in whole or in part, by the DT Midstream Group whose last employment with any of such parties immediately prior to termination (before the Distribution Date) was with the DT Midstream Group or a former entity owned, in whole or in part, by the DT Midstream Group.

"Cash" means cash, cash equivalents, bank deposits and marketable securities, whether denominated in United States dollars or otherwise.

"Cash Distribution" has the meaning set forth on Schedule I of the Distribution Agreement.

"COBRA" means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and any applicable similar state or local laws.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Consents" means any consents, waivers, authorizations, ratifications, permissions, exemptions or approvals from, or notification requirements to, any Person other than a member of either Group.

"Consolidated Intercompany Debt Repayment" has the meaning set forth on Schedule I of the Distribution Agreement.

"Contract" means any oral or written contract, agreement or other legally binding instrument, including any note, bond, mortgage, deed, indenture, commitment, undertaking, promise, lease, sublease, license or sublicense or joint venture.

“Contributions to DT Midstream” has the meaning set forth on Schedule I of the Distribution Agreement.

“Determination” means (a) any final determination of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations), including a “determination” as defined in Section 1313(a) of the Code or execution of an IRS Form 870AD, or (b) the payment of Tax by a Party (or its Subsidiary) that is responsible for payment of that Tax under applicable Law, with respect to any item disallowed or adjusted by a Taxing Authority, as long as the responsible Party determines that no action should be taken to recoup that payment and the other Party agrees.

“Distribution” means the distribution by DTE Energy to the Record Holders, on a pro rata basis, of all of the outstanding DT Midstream Shares owned by DTE Energy on the Distribution Date.

“Distribution Agreement” has the meaning set forth in the recitals of this Agreement.

“Distribution Date” means the date, determined by DTE Energy in accordance with Section 5.03 of the Distribution Agreement, on which the Distribution occurs.

“DT Midstream” has the meaning set forth in the preamble of this Agreement.

“DT Midstream 2019 Performance Share Award” has the meaning set forth in Section 6.03(a).

“DT Midstream 2020 Performance Share Award” has the meaning set forth in Section 6.03(b).

“DT Midstream AIP” has the meaning set forth in Section 5.03.

“DT Midstream Benefit Plan” means any Benefit Plan sponsored, maintained or contributed to by any member of the DT Midstream Group or to which any member of the DT Midstream Group is party on or after the Distribution Date.

“DT Midstream Business” means the midstream pipeline, gathering and storage businesses and other operations of the DT Midstream Group, including as described in the Information Statement.

“DT Midstream Corporate Employee” means any DT Midstream Employee who was a Transferred Employee.

“DT Midstream Corporate Employee Compensation Deduction” means any income Tax deduction arising after the Distribution Date with respect to any DT Midstream Corporate Employee with respect to the DTE Energy Savings Plan, the DTE Energy Pension Plan, any DTE Energy Deferred Compensation Plan or any DTE Energy Welfare Plan.

“DT Midstream Employee” means an individual who is employed by the DT Midstream Group immediately following the Distribution Date, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, child bonding, adoption or similar family-related leave, illness, injury or short-term disability) from which such employee is permitted to return to active employment in accordance with the DT Midstream Group’s personnel policies, as in effect from time to time, or applicable Law.

“DT Midstream Equity Compensation Deduction” means any income Tax deduction arising after the Distribution Date with respect to any Substitute DT Midstream RSU Award, Substitute DT Midstream Performance Share Award, DT Midstream 2019 Performance Share Award or DT Midstream 2020 Performance Share Award.

“DT Midstream FSA” has the meaning set forth in Section 4.07.

“DT Midstream Group” means (a) DT Midstream, (b) each Person that will be a Subsidiary of DT Midstream immediately prior to the Distribution, including the entities set forth on Schedule II of the Distribution Agreement under the caption “Subsidiaries” and (c) each Person that becomes a Subsidiary of DT Midstream after the Distribution, including in each case any Person that is merged or consolidated with or into DT Midstream or any Subsidiary of DT Midstream.

“DT Midstream Legacy Employee” means any DT Midstream Employee who was employed by a member of the DT Midstream Group immediately before the Distribution Date and who was not a Transferred Employee.

“DT Midstream Legacy Employee Compensation Deduction” means any income Tax deduction arising after the Distribution Date with respect to any DT Midstream Legacy Employee with respect to the DTE Energy Savings Plan, the DTE Energy Pension Plan, any DTE Energy Deferred Compensation Plans or any DTE Energy Welfare Plans.

“DT Midstream Plan HSA” has the meaning set forth in Section 4.08.

“DT Midstream Post-Distribution Stock Price” means the per share price of DT Midstream Shares, which shall be equal to the average of the volume weighted average price of DT Midstream Shares, traded on a when-issued basis, for each of the three consecutive trading days immediately preceding the Distribution Date.

“DT Midstream PTO Buy” has the meaning set forth in Section 4.10.

“DT Midstream Savings Plan” has the meaning set forth in Section 3.01(a).

“DT Midstream Savings Plan Trust” means the trust maintained under the DT Midstream Savings Plan.

“DT Midstream Shares” has the meaning set forth in the recitals of this Agreement.

“DT Midstream Stock Plan” has the meaning set forth in Section 6.01.

“DT Midstream Welfare Plans” has the meaning set forth in Section 4.01.

“DT Midstream Workers’ Compensation Plan” has the meaning set forth in Section 4.05.

“DTE Energy” has the meaning set forth in the preamble of this Agreement.

“DTE Energy Benefit Plan” means any Benefit Plan sponsored, maintained or contributed to by any member of the DTE Energy Group or to which any member of the DTE Energy Group is party.

“DTE Energy Business” means the business and operations conducted by DTE Energy and its Subsidiaries other than the DT Midstream Business.

“DTE Energy Deferred Compensation Plans” means the DTE Energy Company Supplemental Savings Plan, the DTE Energy Company Executive Supplemental Retirement Plan, the DTE Energy Company Supplemental Retirement Plan and the DTE Energy Company Executive Deferred Compensation Plan.

“DTE Energy Equity Compensation Deduction” means any income Tax deduction arising after the Distribution Date (a) with respect to any DTE Energy Restricted Share Award, DTE Energy Performance Share Award or DTE Energy Phantom Share Award, in each case, that is held as of immediately prior to the Distribution by any Person who does not become a DT Midstream Employee or (b) with respect to any Vested 2019 DTE Energy Performance Share Award or Vested 2020 DTE Energy Performance Share Award.

“DTE Energy FSA” has the meaning set forth in Section 4.07.

“DTE Energy Group” means DTE Energy and each of its Subsidiaries, but excluding any member of the DT Midstream Group.

“DTE Energy Indemnitees” means DTE Energy, each other member of the DTE Energy Group and each of their respective former and current directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing.

“DTE Energy Pension Plan” means the DTE Energy Company Retirement Plan.

“DTE Energy Performance Share Award” means a performance share award granted under the DTE Energy Stock Plan and outstanding prior to the Distribution Date.

“DTE Energy Phantom Share Award” means a share of phantom stock granted under the DTE Energy Stock Plan and outstanding as of the Distribution Date.

“DTE Energy Plan HSA” has the meaning set forth in Section 4.08.

“DTE Energy Pre-Distribution Stock Price” means the per share price of DTE Energy Shares, determined on a pre-Distribution basis, which shall be equal to the average of the volume weighted average price of DTE Energy Shares, traded with due bills, for each of the three consecutive trading days immediately preceding the Distribution Date.

“DTE Energy Restricted Stock Award” means a DTE Energy Share that is subject to forfeiture, granted under the DTE Energy Stock Plan and outstanding as of the Distribution Date.

“DTE Energy Retiree Welfare Plans” means the DTE Energy Company Comprehensive Retiree Group Health Care Plan, the DTE Energy Company Comprehensive Non-Health Welfare Benefit Plan, the DTE Supplemental Retiree Benefit Plan, and the DTE Energy Retiree Reimbursement Arrangement Plan.

“DTE Energy Savings Plan” means the DTE Energy Company Savings and Stock Ownership Plan.

“DTE Energy Shares” has the meaning set forth in the recitals of this Agreement.

“DTE Energy Stock Plan” means the DTE Energy Company Long-Term Incentive Plan, as amended and restated from time to time.

“DTE Energy VB” has the meaning set forth in Section 4.10.

“DTE Energy Welfare Plan” means a Welfare Plan that is a DTE Energy Benefit Plan.

“DTE Energy Workers’ Compensation Plan” means any workers’ compensation plan that is a DTE Energy Benefit Plan.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Forfeited 2019 DTE Energy Performance Share Award” has the meaning set forth in Section 6.03(a).

“Forfeited 2020 DTE Energy Performance Share Award” has the meaning set forth in Section 6.03(b).

“Governmental Approvals” means any notices, reports or other filings to be given to or made with, or any Consents, registrations or permits to be obtained from, any Governmental Authority.

“Governmental Authority” means any Federal, state, local, foreign, international or multinational court, government, quasi-government , department, commission, board, bureau, agency, official or other legislative, judicial, tribunal, commission, regulatory, administrative or governmental authority.

“Group” means either the DTE Energy Group or the DT Midstream Group, or both, as the context requires.

“Information Statement” means the Information Statement made available on the Internet or mailed to the holders of DTE Energy Shares in connection with the Distribution, as such Information Statement may be amended or supplemented from time to time.

“Intercompany Debt Refinancing” has the meaning set forth on Schedule I of the Distribution Agreement.

“Internal Distribution” has the meaning set forth on Schedule I of the Distribution Agreement.

“Internal Restructuring” has the meaning set forth on Schedule I of the Distribution Agreement.

“Internal Transactions” means the Internal Restructuring, Intercompany Debt Refinancing, Borrowing, Consolidated Intercompany Debt Repayment, Cash Distribution, Internal Distribution, Specified Asset Distribution, Contributions to DT Midstream and Recapitalization, each as described on Schedule I of the Distribution Agreement.

“IRS” means the Internal Revenue Service.

“Law” means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, Governmental Approval, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether now or hereinafter in effect and, in each case, as amended.

“Liabilities” means any and all claims, debts, demands, actions, causes of action, suits, damages, fines, penalties, obligations, prohibitions, accruals, accounts payable, reckonings, bonds, indemnities and similar obligations, agreements, promises, guarantees, make-whole agreements and similar obligations, and other liabilities and requirements, including all contractual obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action or any award of any arbitrator or mediator of any kind, and those arising under any Contract, including those arising under the Distribution Agreement or any Ancillary Agreement, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person. For the avoidance of doubt, Liabilities shall include attorneys' fees, the costs and expenses of all assessments, judgments, settlements and compromises, and any and all other costs and expenses whatsoever reasonably incurred in connection with anything contemplated by the preceding sentence (including costs and expenses incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions).

“Listed Employees” has the meaning set forth in Section 2.02.

“Offer Employee Transfer Date” means the date following the Distribution Date on which a Listed Employee commences employment with the DT Midstream Group.

“Party” means either party hereto, and “Parties” means both parties hereto.

“Pension Plan” means any Benefit Plan that is a pension plan as defined in Section 3(2) of ERISA, without regard to Section 4(b)(4) or 4(b)(5) of ERISA.

“Person” means an individual, a general or limited partnership, a corporation, an association, a trust, a joint venture, an unincorporated organization, a limited liability company, any other entity and any Governmental Authority.

“Personnel Records” means all personnel files, data and other personnel information that relates to (a) in the case of the DTE Energy Group, any current or former employee, officer, director or other service provider of the DTE Energy Group and any Business Employee (other than a DT Midstream Employee) or any other service provider of the DT Midstream Group immediately following the Distribution Date, or (b) in the case of the DT Midstream Group, any DT Midstream Employee and any other service provider of the DT Midstream Group immediately following the Distribution Date and, in each case under clauses (a) and (b), other than files, data and information that are (or is) prohibited from being made available as a result of applicable Laws regarding the safeguarding of data privacy or any other legal obligation to maintain the confidentiality of such files, data or information.

“Recapitalization” has the meaning set forth on Schedule I of the Distribution Agreement.

“Record Date” means the close of business on the date determined by the DTE Energy board of directors as the record date for determining the DTE Energy Shares in respect of which DT Midstream Shares will be distributed pursuant to the Distribution.

“Record Holders” means the holders of DTE Energy Shares as of the Record Date.

“Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, license or other encumbrance of any nature whatsoever.

“Shared Contract” means any Contract of any member of either Group with a third party that relates in any material respect to both the DT Midstream Business and the DTE Energy Business, including the contracts and agreements set forth on Schedule XIV of the Distribution Agreement; provided that the Parties may, by mutual consent, elect to include in, or exclude from, this definition any contract or agreement.

“Specified Asset Distribution” has the meaning set forth on Schedule I of the Distribution Agreement.

“Subsidiary” of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries.

“Substitute DT Midstream Performance Share Award” has the meaning set forth in Section 6.03(c).

“Substitute DT Midstream RSU Award” has the meaning set forth in Section 6.02.

“Tax Return” means any return, declaration, statement, report, form, estimate or information return relating to Taxes, in each case, including any amendments thereto and any related or supporting information, required or permitted to be filed with any Taxing Authority.

“Taxes” means all forms of taxation or duties imposed by any Governmental Authority, or required by any Governmental Authority to be collected or withheld, including charges, in each case, in the nature of a tax, together with any related interest, penalties and other additional amounts.

“Taxing Authority” means any Governmental Authority charged with the determination, collection or imposition of Taxes.

“TMA” means the Tax Matters Agreement dated as of the date of this Agreement by and between DTE Energy and DT Midstream.

“Transactions” means the Internal Transactions and the Distribution.

“Transferred Employee” means each employee of the DTE Energy Group whose employment shall have been transferred from the DTE Energy Group to the DT Midstream Group prior to the Distribution Date.

“TSA” means the Transition Services Agreement dated as of the date of this Agreement between DTE Energy and DT Midstream.

“Vested 2019 DTE Energy Performance Share Award” has the meaning set forth in Section 6.03(a).

“Vested 2020 DTE Energy Performance Share Award” has the meaning set forth in Section 6.03(b).

“Welfare Plan” means any Benefit Plan that is an employee welfare plan as defined in Section 3(1) of ERISA, without regard to Section 4(b)(4) or 4(b)(5) of ERISA.

“Workers’ Compensation Event” means the event, injury, illness or condition giving rise to a workers’ compensation claim with respect to a DT Midstream Employee.

SECTION 1.02. Interpretation. (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to refer to any gender identity as the context requires. The terms “hereof,” “herein,” “herewith” and words of similar

import, unless otherwise stated, shall be construed to refer to this Agreement as a whole (including all of the schedules hereto) and not to any particular provision of this Agreement. Article, Section or Schedule references are to the articles, sections and schedules of or to this Agreement unless otherwise specified. Any capitalized terms used in any schedule to this Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement, the Distribution Agreement or the other Ancillary Agreement to which such schedule is attached, as applicable. Any definition of or reference to any agreement, instrument or other document herein (including any reference herein to this Agreement) shall, unless otherwise stated, be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, supplements or modifications set forth herein). The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.” All references to “\$” or dollar amounts are to the lawful currency of the United States of America. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions hereof.

ARTICLE II

ASSIGNMENT OF EMPLOYEES

SECTION 2.01. Transferred Employees. As of the date immediately prior to the Distribution Date, the employment of the Transferred Employees by any member of the DTE Energy Group shall have been assigned and transferred to a member of the DT Midstream Group.

SECTION 2.02. Listed Employees. For 12 months following the Distribution Date, DT Midstream shall have the right to solicit and offer employment with the DT Midstream Group to the employees listed on Schedule A (the “Listed Employees”). In the event any Listed Employee accepts such offer of employment from and commences employment with the DT Midstream Group, the Parties shall use commercially reasonable efforts, subject to applicable Laws and the terms and conditions of the applicable Benefit Plans, to treat such Listed Employee as a DT Midstream Employee or a DT Midstream Corporate Employee, as applicable, for all purposes of this Agreement, including the DTE Energy Benefit Plans and the DT Midstream Benefit Plans but excluding Article VI of this Agreement, as of the Offer Employee Transfer Date.

SECTION 2.03. Non-Employment Obligation. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall create any obligation on the part of the DT Midstream Group or the DTE Energy Group to continue the employment of any employee for any definite period following the Distribution Date or to change the employment status of any employee from “at will.” Unless required pursuant to the terms of the applicable Benefit Plan or applicable Law, the Parties agree that none of the Transactions shall result in any Business Employees being deemed to have incurred a termination of employment or being eligible to receive severance benefits solely as a result of the Distribution.

ARTICLE III

PENSION, RETIREMENT AND DEFERRED COMPENSATION PLANS

SECTION 3.01. Qualified Defined Contribution Plans. (a) Establishment of the DT Midstream Savings Plan. Effective on or before the Distribution Date, DT Midstream shall adopt, establish and maintain a 401(k) profit sharing plan and trust for the benefit of DT Midstream Employees that is intended to be qualified under Section 401(a) of the Code and exempt from federal income tax under Section 501(a) of the Code (the “DT Midstream Savings Plan”). If the DT Midstream Savings Plan is not adopted in the form of a pre-approved plan for which the IRS has issued an opinion letter, as soon as practicable after the adoption of the DT Midstream Savings Plan, or as otherwise required under Revenue Procedure 2007-44, DT Midstream shall submit an application to the IRS for a determination letter that the DT Midstream Savings Plan is qualified under Section 401(a) of the Code and that the related DT Midstream Savings Plan Trust is exempt from federal income tax under Section 501(a) of the Code, and shall take any actions not inconsistent with DT Midstream’s other general commitments contained in this Agreement and make any amendments necessary to receive such determination. As of the Distribution Date, each DT Midstream Employee shall be eligible to participate in the DT Midstream Savings Plan, which shall recognize the service of such DT Midstream Employee with DTE Energy and its Subsidiaries for purposes of any applicable waiting period, service condition or vesting with respect to applicable employer contributions from DT Midstream following the Distribution Date.

(b) DTE Energy Savings Plan. Following the Distribution, the DTE Energy Group shall retain sponsorship of the DTE Energy Savings Plan and the DTE Energy Savings Plan shall retain all Assets and Liabilities arising out of or relating to the DTE Energy Savings Plan, including those relating to each Business Employee (and their respective beneficiaries) in connection with his or her service prior to the Distribution, including the obligation to make all payments or distributions with respect to such Liabilities in accordance with the terms of the DTE Energy Savings Plan (including distributions pursuant to Section 3.01(c)). As of the Distribution Date, each DT Midstream Employee shall cease active participation in the DTE Energy Savings Plan, other than with respect to benefit accruals as of the Distribution Date.

(c) Savings Plan Rollover. As of the Distribution Date, the DTE Energy Savings Plan shall permit each DT Midstream Employee to elect, and the DT Midstream Group shall cause the DT Midstream Savings Plan to accept, in accordance with applicable Law and the terms of the DTE Energy Savings Plan and the DT Midstream Savings Plan, a rollover of the account balances (including earnings through the date of transfer but excluding promissory notes evidencing all outstanding loans) of such DT Midstream Employee under the DTE Energy Savings Plan, if such rollover is elected in accordance with applicable Law and the terms of the DTE Energy Savings Plan and by such DT Midstream Employee. Upon completion of a rollover of all or part of the account balance of any DT Midstream Employee, as described in this Section 3.01(c), DT Midstream and the DT Midstream Savings Plan shall be responsible for all Liabilities of the DTE Energy Group under the DTE Energy Savings Plan with respect to the

portion of the account balance of the DT Midstream Employee whose full or partial account balance was rolled over to the DT Midstream Savings Plan (and his or her respective beneficiaries), and the DTE Energy Group and the DTE Energy Savings Plan shall have no Liabilities to provide the former DTE Energy Savings Plan participant (or any of the former participant's beneficiaries) with benefits under the DTE Energy Savings Plan with respect to the portion of the former participant's account balance so rolled over. In the event a DT Midstream Employee elects a rollover of all or part of such DTE Midstream Employee's account balance under the DTE Energy Savings Plan in accordance with this Section 3.01(c), any promissory notes evidencing outstanding loans under the account shall be subject to the terms and conditions of the DTE Energy Savings Plan.

(d) Employer Savings Plan Contributions. The DTE Energy Group shall remain responsible for making all employer contributions under the DTE Energy Savings Plan with respect to any DT Midstream Employee attributable to compensation earned prior to the Distribution Date and paid by the DTE Energy Group; provided that, any such employer contributions shall be made by the DTE Energy Group prior to any rollover elected by a DT Midstream Employee under Section 3.01(c). The DTE Energy Group shall cause the DTE Energy Savings Plan to be amended as necessary to fully vest any employer contributions made to the accounts of DT Midstream Employees that are unvested as of the Distribution Date. On and after the Distribution Date, the DT Midstream Group shall be responsible for all employer contributions under the DT Midstream Savings Plan attributable to service performed by DT Midstream Employees after the Distribution Date.

(e) Limitation of Liability; Cooperation. The DTE Energy Group shall have no Liability with respect to the DT Midstream Savings Plan following the Distribution Date, including responsibility for any failure of DT Midstream to properly administer the DT Midstream Savings Plan in accordance with its terms and applicable Law and any failure to properly administer the accounts of DT Midstream Employees and their respective beneficiaries, including accounts rolled over in accordance with Section 3.01(c), in such DT Midstream Savings Plan. Following the date of this Agreement, the DTE Energy Group and the DT Midstream Group shall use commercially reasonable efforts to cooperate in administering the DTE Energy Savings Plan in connection with providing benefits to DT Midstream Employees in accordance with the terms of the DTE Energy Savings Plan, including by exchanging any necessary participant records.

SECTION 3.02. Qualified Defined Benefit Pension Plans. Following the Distribution Date, the DTE Energy Group shall retain sponsorship of the DTE Energy Pension Plan and the DTE Energy Pension Plan shall retain all Assets and Liabilities arising out of or relating to the DTE Energy Pension Plan, including those relating to each Business Employee (and their respective beneficiaries) in connection with his or her service prior to the Distribution, including the obligation to make all payments or distributions with respect to such Liabilities in accordance with the terms of the DTE Energy Pension Plan. As of the Distribution Date, each DT Midstream Employee shall cease active participation in the DTE Energy Pension Plan, other than with respect to benefit accruals as of the Distribution Date. Following the date of this Agreement, the DTE Energy Group and the DT Midstream Group shall use commercially reasonable efforts to cooperate in administering the DTE Energy Pension Plan in connection with providing benefits to DT Midstream Employees in accordance with the terms of the DTE

Energy Pension Plan, including by exchanging any necessary participant records. For the avoidance of doubt, in no event shall any DT Midstream Employee who is not a participant in, or has not vested in a benefit under, the DTE Energy Pension Plan prior to the Distribution Date become eligible to receive payments or benefits under the DTE Energy Pension Plan following the Distribution Date.

SECTION 3.03. Nonqualified Deferred Compensation Plans. Following the Distribution Date, the DTE Energy Group shall retain sponsorship of the DTE Energy Deferred Compensation Plans and all Assets and Liabilities arising out of or relating to the DTE Energy Deferred Compensation Plans, including those relating to any Business Employee (and their respective beneficiaries) in connection with his or her service prior to the Distribution, including the obligation to make all payments or distributions with respect to such Liabilities in accordance with the terms of the applicable DTE Energy Deferred Compensation Plan. As of the Distribution Date, each DT Midstream Employee shall cease active participation in the DTE Energy Deferred Compensation Plans, other than with respect to benefit accruals as of the Distribution Date. The DTE Energy Group shall cause the DTE Energy Deferred Compensation Plans to be amended as necessary to fully vest all contributions or benefits accrued by any DT Midstream Employee as of the Distribution Date. The payment or distribution of any compensation to which any DT Midstream Employee (and their respective beneficiaries) is entitled under the DTE Energy Deferred Compensation Plans shall occur upon the time or times provided for under the applicable DTE Energy Deferred Compensation Plan and such DT Midstream Employee's deferral or distribution elections, as applicable. Following the date of this Agreement, the DTE Energy Group and the DT Midstream Group shall use commercially reasonable efforts to cooperate in administering the DTE Energy Deferred Compensation Plans for purposes of satisfying any obligations relating to the participation of any DT Midstream Employee, including by exchanging any necessary participant records.

ARTICLE IV

WELFARE PLANS

SECTION 4.01. Establishment of the DT Midstream Welfare Plans. Effective on or before the Distribution Date, DT Midstream shall adopt, establish and maintain Welfare Plans for the benefit of DT Midstream Employees (the "DT Midstream Welfare Plans").

SECTION 4.02. Coverage of DT Midstream Employees. As of the Distribution Date, each DT Midstream Employee shall become eligible to participate in the DT Midstream Welfare Plans, subject to the terms of such plans. To the extent applicable to any DT Midstream Welfare Plans in which DT Midstream Employees become eligible as of the Distribution Date that provide benefits similar to the benefits that had been provided to such persons under a DTE Energy Welfare Plan immediately prior to such date, DT Midstream shall cause the DT Midstream Welfare Plans to recognize all coverage and contribution elections made by the DT Midstream Employees under the DTE Energy Welfare Plans in effect for the period immediately prior to the Distribution Date and shall apply such elections under the DT Midstream Welfare Plans for the remainder of the period or periods for which such elections are by their terms applicable. All beneficiary designations made by DT Midstream Employees under the DTE Energy Welfare Plans shall, to the extent applicable, be transferred to, and be in full force and

effect under, the DT Midstream Welfare Plans until such beneficiary designations are replaced or revoked by the DT Midstream Employee who made the beneficiary designation in accordance with the terms of such plans. With respect to each DT Midstream Employee, each DT Midstream Welfare Plan shall provide that for purposes of determining eligibility to participate, vesting and calculation of, and entitlement to, benefits, service by the DT Midstream Employee prior to the Distribution Date with DTE Energy and its Subsidiaries shall be treated as service with the DT Midstream Group. DT Midstream shall cause each DT Midstream Welfare Plan to waive any waiting periods, evidence of insurability requirements and the application of any preexisting condition limitations with respect to each DT Midstream Employee (and, if applicable, such DT Midstream Employee's participating spouse and/or dependents). DT Midstream shall cause each DT Midstream Welfare Plan to honor any deductible, co-payment and out-of-pocket maximums incurred by each DT Midstream Employee (and, if applicable, such DT Midstream Employee's participating spouse and/or dependents) under the DTE Energy Welfare Plans in which such DT Midstream Employee participated immediately prior to the Distribution Date, if any, in satisfying any deductibles, co-payments or out-of-pocket maximums under the DT Midstream Welfare Plans in which such DT Midstream Employee is eligible to participate after the Distribution Date in the same plan year in which any such deductibles, co-payments or out-of-pocket maximums were incurred. All amounts credited or applied to any annual or lifetime benefit limitation under a DTE Energy Welfare Plan with respect to a DT Midstream Employee (and, if applicable, such DT Midstream Employee's participating spouse and/or dependents) shall be credited or applied to the annual or lifetime benefit limitation for such DT Midstream Employee (and, if applicable, such DT Midstream Employee's participating spouse and/or dependents) under the corresponding DT Midstream Welfare Plan.

SECTION 4.03. Welfare Plan Liabilities. (a) DT Midstream Liabilities. Except as provided in clause (b) of this Section 4.03, the DT Midstream Group and the DT Midstream Welfare Plans, as applicable, shall retain and be responsible for all claims for welfare benefits (and for any Liabilities arising as a result of such claims) incurred with respect to any DT Midstream Employee (and, if applicable, such DT Midstream Employee's participating spouse and/or dependents) on or after the Distribution Date under the DT Midstream Welfare Plans, and no member of the DTE Energy Group or the DTE Energy Welfare Plans shall assume or retain any such Liabilities.

(b) DTE Energy Liabilities. Following the Distribution, the DTE Energy Group shall retain sponsorship of the DTE Energy Welfare Plans. Except as provided in Sections 4.04, 4.05 and 4.07, the DTE Energy Group and the DTE Energy Welfare Plans shall retain and continue to be responsible for all claims for welfare benefits (and for any Liabilities arising as a result of such claims) incurred with respect to any Business Employee (and, if applicable, such Business Employee's participating spouse and/or dependents) prior to the Distribution Date, whether such claims have been paid or remain unpaid as of such date, and the DT Midstream Welfare Plans shall not assume or retain any such Liabilities. DT Midstream shall reimburse DTE Energy Group for claims incurred but not paid as of the Distribution Date with respect to any DT Midstream Employee (other than a Transferred Employee). Except as provided in Section 4.05, as of the Distribution Date, each DT Midstream Employee shall cease participation in the DTE Energy Welfare Plans (other than the DTE Energy Retiree Welfare Plans in accordance with the terms of such DTE Energy Retiree Welfare Plans).

(c) Claims Incurred. Claims for purposes of this Section 4.03 shall be considered to be incurred as follows: (i) health, dental, vision, employee assistance program and prescription drug benefits (including in respect of hospital confinement), upon provision of such services, materials or supplies and (ii) life, long-term disability, accidental death and dismemberment and business travel accident insurance benefits, upon the death, cessation of employment, injury, illness, or other event giving rise to such benefits.

SECTION 4.04. Disability. (a) DT Midstream shall assume all Liabilities related to extended (short-term) disability benefits payable to a DT Midstream Employee after the Distribution Date, even if the disability giving rise to the benefits first occurred before the Distribution Date.

(b) The DTE Energy Welfare Plans shall retain any Liabilities related to long-term disability benefits payable under the terms of the DTE Energy Welfare Plans to any Business Employee as a result of any disability that first arose before the Distribution Date. The DT Midstream Welfare Plans shall retain and be responsible for any Liabilities related to long-term disability benefits payable under the terms of the DT Midstream Welfare Plans to any DT Midstream Employee as a result of any disability that first arises on or after the Distribution Date.

SECTION 4.05. Workers' Compensation Claims. Effective on or before the Distribution Date, DT Midstream shall adopt, establish and maintain a workers' compensation plan of the DT Midstream Group (each, a "DT Midstream Workers' Compensation Plan") for the benefit of DT Midstream Employees. In the case of any workers' compensation claim of any DT Midstream Employee in respect of his or her employment with the DTE Energy Group or the DT Midstream Group, such claim shall be covered (a) under the applicable DTE Energy Workers' Compensation Plan if the Workers' Compensation Event occurred prior to the Distribution Date and (b) under the applicable DT Midstream Workers' Compensation Plan if the Workers' Compensation Event occurs on or after the Distribution Date. If the Workers' Compensation Event occurs over a period both preceding and following the Distribution, the claim shall be jointly covered under the DTE Energy Workers' Compensation Plan and the DT Midstream Workers' Compensation Plan and shall be equitably apportioned between them based upon the relative periods of time that the Workers' Compensation Event transpired preceding and following the Distribution.

SECTION 4.06. COBRA. In the event that a Business Employee or his or her qualified beneficiary was receiving, or was eligible to receive, continuation health coverage pursuant to COBRA prior to the Distribution Date, DTE Energy and the applicable DTE Energy Welfare Plans shall be responsible for all Liabilities to such employee (or his or her eligible dependents) in respect of COBRA. In the event a DT Midstream Employee or his or her qualified beneficiary becomes eligible to receive continuation health coverage pursuant to COBRA on or following the Distribution Date, DT Midstream and the DT Midstream Welfare Plans shall be responsible for all Liabilities to such employee (or his or her eligible dependents) in respect of COBRA. DT Midstream shall indemnify, defend and hold harmless the members of the DTE Energy Group from and against all Liabilities relating to, arising out of or resulting from COBRA provided by DT Midstream, or the failure of DT Midstream to meet its COBRA obligations, to DT Midstream Employees and their respective eligible dependents. The DTE Energy Welfare Plans shall not treat the Distribution as a COBRA qualifying event for any DT Midstream Employee (or any eligible dependent of a DT Midstream Employee).

SECTION 4.07. Flexible Spending Accounts. As of the Distribution Date, each DT Midstream Employee shall cease participation in the DTE Energy FSA (the “DTE Energy FSA”) and shall become eligible to participate in a flexible spending account plan established by DT Midstream (the “DT Midstream FSA”), subject to the terms of such plan. Effective as of the Distribution Date, the DT Midstream FSA shall credit or debit the applicable account of each DT Midstream Employee who, as of the Distribution Date, was a participant in the flexible spending account plan maintained by the DTE Energy Group with an amount equal to the balance of his or her account under the DTE Energy FSA as of the Distribution Date, and shall continue his or her elections thereunder. If the claims made against a DT Midstream Employee’s DTE Energy FSA account prior to the Distribution Date exceed the amounts credited to such account at the Distribution Date, DT Midstream shall reimburse the DTE Energy Group for the aggregate amount of such difference. If the amounts credited to a DT Midstream Employee’s DTE Energy FSA account at the Distribution Date exceed the claims made against such account prior to the Distribution Date, the DTE Energy Group shall reimburse DT Midstream for the aggregate amount of such difference. As of the Distribution Date, the DT Midstream FSA shall assume responsibility for all outstanding dependent care and medical care claims under the DTE Energy FSA of each DT Midstream Employee and shall assume and perform the obligations from and after the Distribution Date. From and after the Distribution Date, the DTE Energy Group shall provide DT Midstream with such information within the DTE Energy Group’s possession that DT Midstream may reasonably request to enable it to verify any claims or contribution information pertaining to the DTE Energy FSA.

SECTION 4.08. Health Savings Accounts. Any DT Midstream Employee who was contributing to a health savings account in connection with the DT Midstream Employee’s participation in the DTE Energy Welfare Plans (a “DTE Energy Plan HSA”) shall retain ownership of such DTE Energy Plan HSA following the Distribution Date. DT Midstream shall take all actions as are necessary to enable any eligible DT Midstream Employee to make health savings account contributions in connection with such DT Midstream Employee’s participation in the DT Midstream Welfare Plans (a “DT Midstream Plan HSA”) following the Distribution Date. Following the date of this Agreement, the Parties shall use commercially reasonable efforts to cooperate in transferring the DTE Energy Plan HSAs of DT Midstream Employees to the respective DT Midstream Plan HSAs of such DT Midstream Employees.

SECTION 4.09. Retiree Welfare Plans. Following the Distribution, the DTE Energy Group shall retain sponsorship of the DTE Energy Retiree Welfare Plans and all Liabilities arising out of or relating to the DTE Energy Retiree Welfare Plans relating to any Business Employee (and their respective beneficiaries) in connection with his or her service prior to the Distribution, including the obligation to make all payments or distributions with respect to such Liabilities in accordance with the terms of the DTE Energy Retiree Welfare Plans. The DTE Energy Retiree Welfare Plans shall retain all Assets relating to the DTE Energy Retiree Welfare Plans. The DTE Energy Group shall cause (a) each DTE Energy Retiree Welfare Plan (other than the DTE Supplemental Retiree Benefit Plan) to be amended as necessary to provide to each DT Midstream Employee who is a participant therein immediately prior to the Distribution Date with five additional years of age and service credit solely for vesting purposes

effective as of the Distribution Date and (b) the DTE Supplemental Retiree Benefit Plan to be amended as necessary to fully vest any employer contributions made to the accounts of DT Midstream Employees that are unvested as of the Distribution Date. Any benefits in respect of DT Midstream Employees that remain unvested after giving effect to the foregoing as of the Distribution Date shall be treated in accordance with the terms of the applicable DTE Energy Retiree Welfare Plan. Following the date of this Agreement, the DTE Energy Group and the DT Midstream Group shall use commercially reasonable efforts to cooperate in administering the DTE Energy Retiree Welfare Plans for purposes of satisfying any obligations relating to the participation of any DT Midstream Employee, including by exchanging any necessary participant records.

SECTION 4.10. Vacation Buy Plan. As of the Distribution Date, each DT Midstream Employee shall cease participation in the vacation buy plan maintained by the DTE Energy Group (the “DTE Energy VB”) and shall become eligible to participate in a paid-time off buy plan established by DT Midstream (the “DT Midstream PTO Buy”), subject to the terms of such plan. Effective as of the Distribution Date, the DT Midstream PTO Buy shall credit or debit the applicable account of each DT Midstream Employee who, as of the Distribution Date, was a participant in the DTE Energy VB with an amount equal to the balance of his or her account under the DTE Energy VB as of the Distribution Date, and shall continue his or her elections thereunder. If the claims made against a DT Midstream Employee’s DTE Energy VB account prior to the Distribution Date exceed the amounts credited to such account at the Distribution Date, DT Midstream shall reimburse the DTE Energy Group for the aggregate amount of such difference. If the amounts credited to a DT Midstream Employee’s DTE Energy VB at the Distribution Date exceed the claims made against such account prior to the Distribution Date, the DTE Energy Group shall reimburse DT Midstream for the aggregate amount of such difference. As of the Distribution Date, the DT Midstream PTO Buy shall assume responsibility for payment of all vacation time purchased by a DT Midstream Employee before the Distribution Date but unused as of the Distribution Date, consistent with the terms of the DT Midstream PTO Buy. From and after the Distribution Date, the DTE Energy Group shall provide DT Midstream with such information within the DTE Energy Group’s possession that DT Midstream may reasonably request to enable it to verify any claims or contribution information pertaining to the DTE Energy VB.

ARTICLE V

CERTAIN OTHER ARRANGEMENTS

SECTION 5.01. Other DT Midstream Benefit Arrangements. Effective on or before the Distribution Date, the DT Midstream Group shall adopt, establish and maintain Benefit Plans (other than Pension Plans and Welfare Plans providing post-employment benefits other than COBRA) for the benefit of the DT Midstream Employees and shall be solely responsible for all Liabilities with respect to such DT Midstream Benefit Plans.

SECTION 5.02. No Change in Control. The Distribution shall not constitute a “change in control” (or term of similar meaning) for purposes of any DTE Energy Benefit Plan.

SECTION 5.03. Annual Bonuses. Effective as of the Distribution Date, the DT Midstream Group shall establish an annual bonus program for the 2021 performance period (the “DT Midstream AIP”) for the benefit of each DT Midstream Employee who was granted an annual incentive award for 2021 under the DTE Energy Company Annual Incentive Plan (a “2021 AIP Award”) or the DTE Energy Rewarding Employees Plan (a “2021 REP Award”). As of the Distribution Date, each DT Midstream Employee shall cease to be an eligible participant in the DTE Energy Company Annual Incentive Plan and the DTE Energy Rewarding Employees Plan, in accordance with the terms of such plans. Effective as of the Distribution Date, DT Midstream shall have granted to each such DT Midstream Employee an annual incentive for the 2021 performance period under the DT Midstream AIP (each, a “2021 DT Midstream Annual Award”). On the Distribution Date, DTE Energy shall (a) provide to DT Midstream documentation detailing the estimated performance achievement and accrued liability with respect to the 2021 AIP Award or 2021 REP Award of each Transferred Employee as of immediately prior to the Distribution Date, as determined by DTE Energy in its sole discretion, and (b) transfer to DT Midstream an amount equal to the value of the aggregate amount of such accrued liabilities (the “2021 Incentive Payment”). Following the Distribution Date, (i) DT Midstream shall have sole responsibility and Liability for administering and paying any amount due with respect to any 2021 DT Midstream Annual Award under the DT Midstream AIP or under any other annual incentive program of the DT Midstream Group or otherwise payable to any DT Midstream Employee following the Distribution Date and (ii) the DTE Energy Group shall have no Liability in respect of the 2021 AIP Awards or 2021 REP Awards, other than the 2021 Incentive Payment as described in this Section 5.03.

SECTION 5.04. Severance. Effective as of the Distribution, DTE Energy shall have no Liability with respect to any severance payable to DT Midstream Employees under any severance plan, program, agreement or arrangement (whether of the DTE Energy Group, the DT Midstream Group or otherwise). It is not intended that any Business Employee will be eligible for termination or severance payments from the DTE Energy Group or the DT Midstream Group as a result of the transfer or change of employment from the DTE Energy Group to the DT Midstream Group or from the DT Midstream Group to the DTE Energy Group or the occurrence of the Distribution.

ARTICLE VI

STOCK PLANS

SECTION 6.01. DT Midstream Stock Plan. Effective on or before the Distribution Date, the DT Midstream Group shall adopt, establish and maintain an equity compensation plan (the “DT Midstream Stock Plan”).

SECTION 6.02. Restricted Stock Awards Held by DT Midstream Employees. Each DTE Energy Restricted Stock Award held as of immediately prior to the Distribution by any Business Employee who will become a DT Midstream Employee shall be converted into a DT Midstream restricted stock unit award granted under the DT Midstream Stock Plan (a “Substitute DT Midstream RSU Award”). The number of DT Midstream Shares subject to the Substitute DT Midstream RSU Award shall be equal to the number of DTE Energy Shares subject to the DTE Energy Restricted Stock Award held as of immediately prior to the

Distribution multiplied by a fraction, the numerator of which is the DTE Energy Pre-Distribution Stock Price, and the denominator of which is the DT Midstream Post-Distribution Stock Price. Each Substitute DT Midstream RSU Award shall vest based on the holder's employment with the DT Midstream Group. Each Substitute DT Midstream RSU Award shall have substantially the same terms and conditions as the corresponding DTE Energy Restricted Stock Award, except that the holder thereof shall not have any rights as a stockholder in respect of such Substitute DT Midstream RSU Award until DT Midstream Shares are delivered in settlement of such Substitute DT Midstream RSU Award and as otherwise provided herein. For the avoidance of doubt, in no event shall any DT Midstream Employee be eligible for (a) vesting with respect to any DTE Energy Restricted Stock Award or (b) accelerated vesting with respect to any Substitute DT Midstream RSU Award solely as a result of the Distribution.

SECTION 6.03. Performance Share Awards Held by DT Midstream Employees. (a) **2019 Performance Share Awards.** Each DTE Energy Performance Share Award granted under the DTE Energy Stock Plan in 2019 and held as of immediately prior to the Distribution (or immediately prior to the Record Date, solely to the extent DTE Energy elects to settle such award prior thereto) by any Business Employee who will become a DT Midstream Employee shall (i) vest as to two-thirds of the target number of DTE Energy Shares subject to such DTE Energy Performance Share Award based on actual performance as of December 31, 2020, as determined by the Organization and Compensation Committee of the DTE Energy board of directors in its sole discretion and (ii) forfeit as to one-third of the target number of DTE Energy Shares subject to such DTE Energy Performance Share Award (the portion described in clause (i), a "Vested 2019 DTE Energy Performance Share Award" and the portion described in clause (ii), a "Forfeited 2019 DTE Energy Performance Share Award"). Each Vested 2019 DTE Energy Performance Share Award shall be settled by DTE Energy in its discretion (x) prior to the Record Date or (y) no later than 60 days following the Distribution Date in which case the target number of DTE Energy Shares subject to the Vested 2019 DTE Energy Performance Share Award as of immediately prior to the Distribution Date shall be appropriately adjusted as determined by DTE Energy. Effective as of the Distribution Date, DT Midstream shall grant to each DT Midstream Employee who held a Forfeited 2019 DTE Energy Performance Share Award a performance share award pursuant to the DT Midstream Stock Plan with a target number of DT Midstream Shares subject to such award equal to the target number of DTE Energy Shares subject to the Forfeited 2019 DTE Energy Performance Share Award multiplied by a fraction, the numerator of which is the DTE Energy Pre-Distribution Stock Price, and the denominator of which is the DT Midstream Post-Distribution Stock Price (each such award, a "DT Midstream 2019 Performance Share Award"). Each DT Midstream 2019 Performance Share Award shall have substantially the same terms and conditions as the Forfeited 2019 DTE Energy Performance Share Award to which it relates, provided that the DT Midstream 2019 Performance Share Award shall vest based on the achievement of DT Midstream performance metrics, as established prior to the Distribution, and the holder's employment with the DT Midstream Group.

(b) **2020 Performance Share Awards.** Each DTE Energy Performance Share Award granted under the DTE Energy Stock Plan in 2020 and held as of immediately prior to the Distribution (or immediately prior to the Record Date, solely to the extent DTE Energy elects to settle such award prior thereto) by any Business Employee who will become a DT Midstream Employee shall (i) vest as to one-third of the target number of DTE Energy Shares subject to

such DTE Energy Performance Share Award based on actual performance as of December 31, 2020, as determined by the Organization and Compensation Committee of the DTE Energy board of directors in its sole discretion and (ii) forfeit as to two-thirds of the target number of DTE Energy Shares subject to such DTE Energy Performance Share Award (the portion described in clause (i), a “Vested 2020 DTE Energy Performance Share Award” and the portion described in clause (ii), a “Forfeited 2020 DTE Energy Performance Share Award”). Each Vested 2020 DTE Energy Performance Share Award shall be settled by DTE Energy in its discretion (x) prior to the Record Date or (y) no later than 60 days following the Distribution Date in which case the target number of DTE Energy Shares subject to the Vested 2020 DTE Energy Performance Share Award as of immediately prior to the Distribution Date shall be appropriately adjusted as determined by DTE Energy. Effective as of the Distribution Date, DT Midstream shall grant to each DT Midstream Employee who held a Forfeited 2020 DTE Energy Performance Share Award a performance share award pursuant to the DT Midstream Stock Plan with a target number of DT Midstream Shares subject to such award equal to the target number of DTE Energy Shares subject to the Forfeited 2020 DTE Energy Performance Share Award multiplied by a fraction, the numerator of which is the DTE Energy Pre-Distribution Stock Price, and the denominator of which is the DT Midstream Post-Distribution Stock Price (each such award, a “DT Midstream 2020 Performance Share Award”). Each DT Midstream 2020 Performance Share Award shall have substantially the same terms and conditions as the Forfeited 2020 DTE Energy Performance Share Award to which it relates, provided that the DT Midstream 2020 Performance Share Award shall vest based on the achievement of DT Midstream performance metrics, as established prior to the Distribution, and the holder’s employment with the DT Midstream Group.

(c) 2021 Performance Share Awards. Each DTE Energy Performance Share Award granted under the DTE Energy Stock Plan in 2021 and held as of immediately prior to the Distribution by any Business Employee who will become a DT Midstream Employee shall be converted into a substitute DT Midstream performance share award granted under the DT Midstream Stock Plan (a “Substitute DT Midstream Performance Share Award”). The target number of DT Midstream Shares that are subject to the Substitute DT Midstream Performance Share Award shall be equal to the target number of DTE Energy Shares subject to the DTE Energy Performance Share Award held as of immediately prior to the Distribution multiplied by a fraction, the numerator of which is the DTE Energy Pre-Distribution Stock Price and the denominator of which is the DT Midstream Post-Distribution Stock Price. Each Substitute DT Midstream Performance Share Award shall have substantially the same terms and conditions as the DTE Energy Performance Share Award to which it relates, provided that the Substitute DT Midstream Performance Share Award shall vest based on the achievement of DT Midstream performance metrics, as established prior to the Distribution, and the holder’s employment with the DT Midstream Group.

SECTION 6.04. Approval and Terms of Equity Awards. DT Midstream shall adopt and approve the issuance of the converted and replacement awards provided for herein. Notwithstanding the foregoing, awards made under the DT Midstream Stock Plan pursuant to DT Midstream’s obligations under this Agreement shall take into account all employment and service with both DTE Energy and DT Midstream, and their respective Subsidiaries and Affiliates, for purposes of determining when such awards vest and terminate. The DT Midstream Group shall be solely responsible for all Liabilities with respect to the DT Midstream

ARTICLE VII

COMPENSATION MATTERS AND GENERAL BENEFIT MATTERS

SECTION 7.01. Cessation of Participation in DTE Energy Benefit Plans. Except as otherwise provided in this Agreement or as required by the terms of any DTE Energy Benefit Plan or by applicable Law, the DTE Energy Group shall take any and all action as shall be necessary or appropriate so that participation in DTE Energy Benefit Plans by all DT Midstream Employees shall terminate as of the close of business on the date immediately prior to the Distribution Date and each member of the DT Midstream Group shall cease to be a participating employer under the terms of such DTE Energy Benefit Plans as of such time.

SECTION 7.02. Assumption of Certain Employee Related Obligations. Except as otherwise provided in this Agreement, effective as of the close of business on the date immediately prior to the Distribution, DT Midstream shall assume, and the DTE Energy Group shall have no further Liability for, the following agreements and Liabilities, and DT Midstream shall indemnify, defend and hold harmless each of the DTE Energy Indemnitees from and against any and all expenses and losses incurred or suffered by one or more of the DTE Energy Indemnitees in connection with, relating to, arising out of or due to, directly or indirectly, any of the following:

- (a) all agreements entered into between the DTE Energy Group and any DT Midstream Employee or independent contractor or other service provider providing services to the DT Midstream Group immediately following the Distribution Date; provided that if any such agreement constitutes a Shared Contract, the benefits, obligations and liabilities under such agreement shall be allocated between DTE Energy and DT Midstream in accordance with Section 2.04 of the Distribution Agreement;
- (b) all wages, salary, incentive compensation, commissions and bonuses payable to DT Midstream Employees on or after the Distribution Date, without regard to when such wages, salary, incentive compensation, commissions or bonuses are or may have been earned, other than wages and salary earned through the Distribution Date;
- (c) all moving expenses and obligations related to relocation, repatriation, transfers, tuition assistance and adoption assistance or similar items incurred by or owed to any DT Midstream Employee on or after the Distribution Date;
- (d) all immigration-related, visa, work application or similar rights, obligations and liabilities to the extent they are related to any DT Midstream Employees;
- (e) all offer letters and letter agreements entered into between (i) the DTE Energy Group, the DT Midstream Group or a former entity owned, in whole or in part, by the DT Midstream Group and (ii) any DT Midstream Employee providing for ongoing benefits and/or compensation for such DT Midstream Employee; and

(f) all Liabilities of the DT Midstream Group or in respect of the operation or conduct of the DT Midstream Business as conducted at any time (whether prior to or after the Distribution) or any other business conducted by DT Midstream or any other member of the DT Midstream Group at any time after the Distribution, in each case, with respect to claims made by or with respect to DT Midstream Employees relating to any Benefit Plan not otherwise retained or assumed by the DTE Energy Group pursuant to this Agreement, including such Liabilities relating to actions or omissions of or by the DT Midstream Group or any officer, director, employee or agent thereof prior to the Distribution Date.

SECTION 7.03. Restrictive Covenants in Employment and Other Agreements. To the extent permitted under applicable Law, following the Distribution, the DT Midstream Group shall be considered to be successors to the DTE Energy Group for purposes of all agreements containing restrictive covenants (including confidentiality provisions) between the DTE Energy Group and any Business Employee executed prior to the Distribution Date such that the DTE Energy Group and the DT Midstream Group shall all enjoy the rights and benefits under such agreements, with respect to their respective business operations; provided, however, that (a) in no event shall the DTE Energy Group be permitted to enforce any restrictive covenants against any Business Employees in their capacity as employees of the DT Midstream Group and (b) in no event shall the DT Midstream Group be permitted to enforce any restrictive covenants against any DTE Energy employees in their capacity as employees of the DTE Energy Group.

SECTION 7.04. Past Service Credit. With respect to all DT Midstream Employees, as of the Distribution Date, the DT Midstream Group shall recognize all service recognized under the comparable DTE Energy Benefit Plans for purposes of determining eligibility, participation, vesting and calculation of benefits under comparable plans and programs maintained by the DT Midstream Group; provided that there shall be no duplication of benefits for DT Midstream Employees under such DT Midstream Group plans and programs. The DTE Energy Group shall provide to DT Midstream copies of any records available to the DTE Energy Group to document such service, plan participation and membership and cooperate with DT Midstream to resolve any discrepancies or obtain any missing data for purposes of determining benefit eligibility, participation, vesting and calculation of benefits with respect to the DT Midstream Employees. With respect to retaining, destroying, transferring, sharing, copying and permitting access to all such information, the DTE Energy Group and DT Midstream shall each comply with all applicable Laws, regulations and internal policies and each Party shall indemnify and hold harmless the other Party from and against any and all Liability that arises from a failure (by the indemnifying Party) to so comply with all applicable Laws, regulations and internal policies applicable to such information.

SECTION 7.05. Accrued Vacation and Other Paid Time Off. Effective as of the Distribution Date, the DT Midstream Group shall recognize and assume all liability for all paid time off and vacation, holiday, absence bank, sick leave and personal days off (other than deferred banked vacation), accrued by DT Midstream Employees as of the Distribution Date, and the DT Midstream Group shall credit each DT Midstream Employee with such converted accrued days off.

SECTION 7.06. Leaves of Absence. The DT Midstream Group shall continue to apply all leave of absence policies as in effect immediately prior to the Distribution to inactive DT Midstream Employees who are on an approved leave of absence as of the Distribution Date. Leaves of absence taken by DT Midstream Employees prior to the Distribution Date shall be deemed to have been taken as employees of DT Midstream.

SECTION 7.07. DTE Energy Assets. Except as otherwise set forth herein, the DTE Energy Group or the DTE Energy Benefit Plans, as applicable, shall retain all reserves, bank accounts, trust funds or other balances maintained with respect to DTE Energy Benefit Plans.

SECTION 7.08. Further Cooperation; Personnel Records; Data Sharing. The Parties shall provide each other such records and information as reasonably necessary or appropriate to carry out their obligations under applicable Law or this Agreement or for the purposes of administering their respective plans and policies. Each Party shall be responsible for the accuracy of records and information provided to the other Party pursuant to this Section 7.08 and shall indemnify such other Party for any losses caused by inaccurate information that it has provided (including failure to timely provide such records and information). Subject to applicable Law, all information and records regarding employment and personnel matters of Business Employees shall be accessed, retained, held, used, copied and transmitted after the Distribution Date by the DTE Energy Group and DT Midstream, as applicable, in accordance with all Laws and policies relating to the collection, storage, retention, use, transmittal, disclosure and destruction of such records. Access to such records after the Distribution Date shall be provided to the DTE Energy Group and DT Midstream, as applicable, in accordance with Article VII of the Distribution Agreement. Notwithstanding the foregoing, the DTE Energy Group shall retain reasonable access to those records necessary for the DTE Energy Group's continued administration of any plans or programs on behalf of Business Employees after the Distribution Date, and DT Midstream shall retain reasonable access to those records necessary for DT Midstream's administration of any equity award or other compensation or benefit payable or administered by the DT Midstream Group after the Distribution Date, provided that such access shall be limited to individuals who have a job-related need to access such records. The DTE Energy Group shall also retain copies of all confidentiality agreements with any Business Employee in which the DTE Energy Group has a valid business interest. With respect to retaining, destroying, transferring, sharing, copying and permitting access to all such information, the DTE Energy Group and DT Midstream shall each comply with all applicable Laws, regulations and internal policies, and each Party shall indemnify and hold harmless the other Party from and against any and all Liability that arises from a failure (by the indemnifying Party) to so comply with all applicable Laws, regulations and internal policies applicable to such information.

SECTION 7.09. Tax Deductions. Except as required by a Determination, (a) any DT Midstream Legacy Employee Compensation Deduction shall be claimed solely by DT Midstream or an applicable member of the DT Midstream Group, (b) any DT Midstream Corporate Employee Compensation Deduction shall be claimed solely by DTE Energy or an applicable member of the DTE Energy Group, (c) any DTE Energy Equity Compensation Deduction shall be claimed solely by DTE Energy or an applicable member of the DTE Energy Group and (d) any DT Midstream Equity Compensation Deduction shall be claimed solely by DT Midstream or an applicable member of the DT Midstream Group.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.01. Employment and Plan Rights. Notwithstanding anything to the contrary in this Agreement, the Parties expressly acknowledge and agree that (a) this Agreement is not intended to create a service-related contract between any member of the DTE Energy Group or the DT Midstream Group, on the one hand, and any employee or service provider, on the other, nor may any current or former employee or service provider of the DTE Energy Group or the DT Midstream Group rely on this Agreement as the basis for any breach of any service-related contract claim against any member of the DTE Energy Group or the DT Midstream Group, (b) nothing in this Agreement shall be deemed or construed to require any member of the DTE Energy Group or the DT Midstream Group to continue to employ any particular employee or service provider for any period before or after the Distribution Date, (c) nothing in this Agreement shall be deemed or construed to limit the right of any member of the DTE Energy Group or the DT Midstream Group to terminate the employment or service of any employee or service provider at any time before or after the Distribution Date and (d) nothing in this Agreement shall be construed as establishing or amending any Benefit Plan, or any other plan, policy, agreement or arrangement for the benefit of any employee or any other person of the DTE Energy Group or the DT Midstream Group.

SECTION 8.02. Confidentiality. Each Party agrees that any information conveyed or otherwise received by or on behalf of a Party in conjunction herewith is confidential and is subject to the terms of the confidentiality provisions set forth in Section 7.09 of the Distribution Agreement.

SECTION 8.03. Administrative Complaints/Litigation. (a) Except as otherwise provided in this Agreement and as set forth in Section 8.03(b), as of the Distribution Date, DT Midstream shall assume, and be solely liable for, the handling, administration, investigation and defense of actions related to a DT Midstream Benefit Plan or DT Midstream Employees, including ERISA, as well as any claims based on actions occurring on or after the Distribution Date, including occupational safety and health, employment standards, union grievances, wrongful dismissal, discrimination or human rights and unemployment compensation claims, asserted at any time against the DTE Energy Group or the DT Midstream Group by any Person other than those related to a DTE Energy Benefit Plan. Any Liabilities arising from such actions shall be deemed DT Midstream Liabilities under the Distribution Agreement.

(b) Except as otherwise provided in this Agreement, as of the Distribution Date, DTE Energy shall assume, and be solely liable for, the handling, administration, investigation and defense of actions related to a DTE Energy Benefit Plan or any current or former service provider of the DTE Energy Group who does not become a DT Midstream Employee, including ERISA, as well as any claims based on actions occurring prior to the Distribution Date, including occupational safety and health, employment standards, union grievances, wrongful dismissal, discrimination or human rights and unemployment

compensation claims, asserted at any time against the DTE Energy Group or the DT Midstream Group by any Person. Any Liabilities arising from such actions or as otherwise expressly provided in this Agreement shall be deemed DTE Energy Liabilities under the Distribution Agreement.

SECTION 8.04. Reimbursement and Indemnification. The Parties agree to reimburse each other, within 30 days of receipt from the other Party of appropriate verification, for all costs and expenses which each may incur on behalf of the other as a result of any of the Benefit Plans and as contemplated by Sections 4.03(b), 4.07 and 4.10. All Liabilities retained, assumed or indemnified against by the DT Midstream Group pursuant to this Agreement shall be subject to indemnification under Section 6.02 of the Distribution Agreement and all Liabilities retained, assumed or indemnified against by the DTE Energy Group pursuant to this Agreement shall be subject to indemnification under Section 6.03 of the Distribution Agreement, and all such Liabilities shall be subject to the indemnification procedures set forth in Article VI of the Distribution Agreement.

SECTION 8.05. Entire Agreement. This Agreement, including any schedules hereto and the sections of the Distribution Agreement referenced herein, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 8.06. Section 409A. The Parties shall cooperate in good faith and use reasonable best efforts to ensure that the Transactions shall not result in adverse tax consequences under Section 409A of the Code to any Business Employee (or any of their respective beneficiaries), in respect of their respective benefits under any Benefit Plan.

SECTION 8.07. Amendment. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 8.08. Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to any Party, it is in writing signed by an authorized representative of such Party. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

SECTION 8.09. Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each

Party and delivered to the other Party. This Agreement may be executed by electronic or PDF signature and scanned and exchanged by electronic mail, and such electronic or PDF signature shall constitute an original for all purposes.

SECTION 8.10. No Third-Party Beneficiaries. No Business Employee or other current or former employee of any member of the DTE Energy Group or any member of the DT Midstream Group (or his/her spouse, dependent or beneficiary), or any other person not a Party to this Agreement, shall be entitled to assert any claim hereunder. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder and there are no third-Party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 8.11. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when delivered or mailed in accordance with the terms of Section 11.05 of the Distribution Agreement.

SECTION 8.12. Force Majeure. No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, including acts of God, acts of civil or military authority, embargoes, acts of terrorism, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) notify the other Party of the nature and extent of any such force majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as reasonably feasible.

SECTION 8.13. No Public Announcement. Neither Party hereto shall, without the prior written approval of the other Party, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by Law or the rules of any regulatory body or stock exchange, in which case the other Party shall be advised and the Parties shall use their respective commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued; provided, however, that the foregoing shall not preclude communications or disclosures necessary to implement the provisions of this Agreement or to comply with the accounting and U.S. Securities and Exchange Commission disclosure obligations or the rules of any stock exchange.

SECTION 8.14. Limited Liability. Notwithstanding any other provision of this Agreement, no Person who is a stockholder, director, employee, officer, agent or representative of DT Midstream or DTE Energy, in such individual's capacity as such, shall have any Liability in respect of or relating to the covenants or obligations of DT Midstream or DTE Energy, as applicable, under this Agreement, the Distribution Agreement or any other Ancillary Agreement.

or in respect of any certificate delivered with respect hereto or thereto, and, to the fullest extent legally permissible, each of DT Midstream and DTE Energy, for itself and its stockholders, directors, employees, officers and Affiliates, waives and agrees not to seek to assert or enforce any such liability that any such individual otherwise might have pursuant to applicable Law.

SECTION 8.15. Effect if Distribution Does Not Occur. Notwithstanding anything in this Agreement to the contrary, if the Distribution Agreement is terminated prior to the Distribution, this Agreement shall be of no further force and effect.

SECTION 8.16. Miscellaneous. Except as otherwise expressly set forth in this Agreement, the provisions of Article XI of the Distribution Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first above written.

DTE ENERGY COMPANY

By: /s/ David Ruud
Name: David Ruud
Title: Senior Vice President & Chief Financial Officer

DT MIDSTREAM, INC.

By: /s/ David Slater
Name: David Slater
Title: President & Chief Executive Office

CHANGE-IN-CONTROL SEVERANCE AGREEMENT

This CHANGE-IN-CONTROL SEVERANCE AGREEMENT (the “Agreement”) is entered into as of July 1, 2021 (the “Effective Date”) between DT Midstream, Inc., a Delaware corporation (the “Company”), and [REDACTED] (the “Executive”).

RECITALS

The Executive is an executive or a key employee of the Company or one or more of its Subsidiaries and has made and is expected to continue to make major contributions to the short- and long-term profitability, growth and financial strength of the Company.

The Company recognizes that, as is the case for most publicly held companies, the possibility of a Change-in-Control exists and that potential employment uncertainty resulting from a Change-in-Control may distract management from conducting the Company’s business or cause management employees to leave the Company.

The Company wants to provide security to its senior executives and key employees to enable them to discharge their duties during the consideration and consummation of a Change-in-Control in order to preserve the value of the Company for its shareholders.

In consideration of these objectives, the Company and the Executive agree as follows:

1. **Term of Agreement.** The term of this Agreement (the “Term”) begins on the Effective Date and ends on the earlier of:
 - (a) the later of:
 - (1) the Agreement Expiration Date; or
 - (2) the last day of the Severance Period.
 - or
 - (b) the date prior to a Change-in-Control on which the Executive ceases for any reason to be an employee of the Company and any Subsidiary. For purposes of this Section 1(b), the Executive does not cease to be an employee of the Company and any Subsidiary if the Executive’s employment is transferred between the Company and any Subsidiary, or among any Subsidiaries.
2. **Right to Receive Severance Benefits and Other Consideration.** The Executive will become entitled to the severance benefits and other consideration provided under this Agreement if the Executive’s employment is terminated because of a Qualifying Termination.
3. **Severance Benefits and Other Consideration.**
 - (a) Severance Benefits. The Severance Benefits payable under this Agreement are all the following:
 - (1) A lump sum payment equal to X% of the sum of:
 - (A) Base Salary; plus

Change in Control Agreement
For Executive Name

- (B) [the greater of:
- (i) the Annual Bonus for the year in which the Change-in-Control occurs; or
 - (ii) the Annual Bonus for the year in which the Termination Date occurs,
- in either case based on the assumption that target performance goals for the applicable year would be met and the Executive was employed for the entire year or until any later date required to receive the payment;]
- (2) A lump sum payment equal to:
- (A) [the greater of:
- (i) the actual Annual Bonus or target Annual Bonus, whichever is higher, for the year in which the Change-in-Control occurs; or
 - (ii) the actual Annual Bonus or target Annual Bonus, whichever is higher, for the year in which the Termination Date occurs,
- in either case calculated based on the assumption that the Executive was employed for the entire year or until any later date required to receive such payment,]
- (B) multiplied by the following fraction:
- (i) the numerator is the number of days prior to the Executive's Termination Date during the calendar year in which the Termination Date occurs; and
 - (ii) the denominator is 365,
- (C) then reduced by the Annual Bonus for the year in which the Termination Date occurs that is payable to the Executive under the terms of the Annual Plan if the Executive has attained age 55 and completed 10 years of service with the Company and all Subsidiaries.
- (3) For Welfare Benefits provided to the Executive immediately prior to the Executive's Termination Date (or, if greater, immediately prior to reduction, termination, or denial), a lump sum payment equal to the present value of the cost of coverage for the Benefit Continuation Period. The cost of coverage will be determined at rates in effect as of the Termination Date. The present value of the cost will be determined using an interest rate equal to the composite prime rate in effect as of the Termination Date in the Northeast Edition of The Wall Street Journal.
- (4) Outplacement services by a firm selected by the Executive, at a cost to the Company in an amount up to 15% of the Executive's Base Salary. No payments by the Company for outplacement services will be made after December 31st of the calendar year following the calendar year including the Termination Date and no additional monetary compensation will be granted in lieu of using outplacement services.

Change in Control Agreement
For Executive Name

- (5) Any outstanding equity-based awards will be subject to the terms and conditions of the LTIP and any applicable award document.
- (b) Other Consideration. The consideration for the restrictive covenant in Section 9(d) (Competitive Activity) is a lump sum payment equal to:
- (1) X0% of the sum of:
- (A) Base Salary; plus
- (B) the greater of:
- (i) the actual Annual Bonus or target Annual Bonus, whichever is higher, for the year in which the Change-in-Control occurs; or
- (ii) the actual Annual Bonus or target Annual Bonus, whichever is higher, for the year in which the Termination Date occurs,
in either case calculated based on the assumption that the Executive was employed for the entire year or until any later date required to receive such payment,]
- (c) (IF APPLICABLE) Supplemental Severance Benefit. During the first 36 months from the Effective Date of this Agreement, Executive will also receive:
- (1) A lump sum payment equal to 50% of the sum of:
- (A) Base Salary; plus
- (B) [the greater of:
- (i) the Annual Bonus for the year in which the Change-in-Control occurs; or
- (ii) the Annual Bonus for the year in which the Termination Date occurs,
in either case based on the assumption that target performance goals for the applicable year would be met and the Executive was employed for the entire year or until any later date required to receive the payment;]

This Section 3(c) will expire 36 months from the Effective Date of this Agreement and will not automatically renew with any renewal period set forth with the Agreement Expiration Date.

4. Timing of Payments.

- (a) Payments under the following Sections will be paid on the later of 60 days after the Executive's Termination Date or any later date required by Code Section 409A or any other law:
- (1) Section 3(a)(1);

Change in Control Agreement

For Executive Name

- (2) Section 3(a)(2);
- (3) Section 3(a)(3);
- (4) Section 3(a)(4);
- (5) Section 3(b); and
- (6) (IF APPLICABLE) Section 3(c).

Notwithstanding anything in this Agreement to contrary, consideration provided under Section 3(a)(5) above will be paid in accordance with the terms of the LTIP.

- (b) Withholding of Taxes. The Company will withhold from any amounts payable under this Agreement all federal, state, city or other taxes that the Company is required to withhold under any law or government regulation or ruling.
- (c) Interest. If the Company fails to make any payment or provide any benefit required to be made or provided under this Agreement on a timely basis, the Company will pay interest on the amount or value at an annualized rate of interest equal to the composite prime rate as quoted from time to time during the relevant period in the Northeast Edition of The Wall Street Journal. The interest is payable as it accrues on demand, but the Company is not required to pay interest more frequently than monthly. Any change in the prime rate will be effective on and as of the date of the change.
- (d) Severance Benefits Not Included in Other Compensation. The lump sum payments referenced in Section 3 above will not be included in Executive's earnings or compensation for purposes of calculating any benefits to which the Executive may be entitled to under any other employee benefit plan or program, including but not limited to any qualified or non-qualified defined contribution plan calculation, post-employment benefit calculation, or 401(k) calculation.

5. Non-Duplication of Severance Benefits and Other Consideration.

- (a) Qualifying Termination During Concurrent Severance Periods. If the Executive experiences a Qualifying Termination when two or more Severance Periods are running concurrently, as applicable (because two or more Changes-in-Control have occurred), the Executive will have a Qualifying Termination with respect to each Severance Period. A determination of the payments and benefits to be provided under the Agreement will be made for each Qualifying Termination. However, the Executive will receive only:
 - (1) the greatest lump sum payment under Section 3(a)(1) payable for any Qualifying Termination;
 - (2) the greatest lump sum payment under Section 3(a)(2) for any Qualifying Termination;
 - (3) the greatest lump sum payment under Section 3(a)(3) for any Qualifying Termination;

Change in Control Agreement
For Executive Name

- (4) one instance of outplacement assistance under Section 3(a)(4);
 - (5) the greatest of payments regarding any outstanding equity-based awards as called for under the terms and conditions of the LTIP and any applicable award document; and
 - (6) the greatest lump sum payment under Section 3(b) for any Qualifying Termination; and
 - (7) (IF APPLICABLE) the greatest lump sum payment under Section 3(c) for any Qualifying Termination.
- (b) Effect on Other Employee Benefits. The Executive's Qualifying Termination will not affect any rights the Executive may have under any agreement, policy, plan, program or arrangement of the Company or Subsidiary providing Employee Benefits (other than Severance Pay), which rights are governed by the terms of the agreement, policy, plan, program or arrangement. The benefits received by an Executive under this Agreement because of a Qualifying Termination supersede and are in lieu of any other Severance Pay to which the Executive may be entitled.

6. No Mitigation.

The Company acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date. Accordingly, the Company acknowledges that payment of the severance compensation by the Company to the Executive under this Agreement is reasonable. The Executive is not required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise. No profits, income, earnings or other benefits from any source will create any mitigation, offset, reduction or other obligation on the part of the Executive, except as may have been otherwise paid to the Executive by the Company or a Subsidiary in connection with or in consideration of Executive's release and settlement of any claims arising out of the Executive's employment or the termination of the Executive's employment.

7. Arbitration; Legal Fees and Expenses.

- (a) Except for legal proceedings brought by the Executive or the Company for injunctive relief, any dispute or claim involving this Agreement will be submitted to final and binding arbitration. The arbitration will take place in Oakland County, Michigan before a single neutral arbitrator under the then-current National Rules for the Resolution of Employment Disputes of the American Arbitration Association. The arbitrator will issue a written opinion and will not have authority to render an award beyond the scope and specific terms of this Agreement. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. Any demand for arbitration must be made within 30 days of when the party knew or should have known of the alleged dispute or claim. Failure to timely demand arbitration makes the dispute or claim non-arbitrable. The Executive and the Company expressly waive their rights to institute or prosecute any lawsuits or other court proceedings and waive their right to a jury trial, except for the legal proceedings excluded above.
- (b) It is the intent of the Company that the Executive not be required to incur legal fees and the related expenses associated with the interpretation, enforcement or defense of Executive's rights under this Agreement because the legal fees and related expenses would substantially detract from the benefits intended to be extended to the Executive under this Agreement.

- (c) If it appears to the Executive that the Company has failed to comply with any of its obligations under this Agreement or if the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any action or proceeding designed to deny, or to recover from, the Executive the benefits provided or intended to be provided to the Executive under this Agreement, the Company irrevocably authorizes the Executive to retain counsel of Executive's choice, at the expense of the Company as provided in this Section 7, to advise and represent the Executive in connection with any interpretation, enforcement or defense of the Executive's rights under this Agreement.
- (d) The Executive may pursue any legal defense of the Executive's rights under this Agreement whether by or against the Company or any Director, officer, stockholder or other person affiliated with the Company, in any jurisdiction.
- (e) Whether or not the Executive prevails in connection with any defense of the Executive's rights under this Agreement, the Company will pay and be solely financially responsible for reasonable hourly attorneys' fees and related fees and expenses incurred by the Executive under this Section 7, but only if the arbitrator determines the Executive's claim was brought in good faith and was not frivolous. If the Executive's request for injunctive relief is denied and the Executive does not timely demand arbitration for the dispute or claim underlying the Executive's request for injunctive relief, the Executive's request for injunctive relief is deemed to be frivolous and not brought in good faith for purposes of this Section 7(e).
- (f) The Company's payment of the Executive's legal fees and expenses under this Section 7 following termination of the Executive's employment (whether or not in a Qualifying Termination) will be made during the first calendar year beginning after the date the Executive's employment terminated.

8. Survival of Rights and Obligations.

The rights and obligations of the Executive and the Company under the following Sections will survive the termination or expiration of this Agreement and the termination of the Executive's employment after a Change-in-Control for any reason:

- (a) Section 2 (Right to Receive Severance Benefits and Other Consideration);
- (b) Section 3 (Severance Benefits and Other Consideration);
- (c) Section 4 (Timing of Payments);
- (d) Section 5 (Non-Duplication of Severance Benefits and Other Consideration);
- (e) Section 6 (Mitigation);
- (f) Section 7 (Legal Fees); and
- (g) Section 20 (Definitions).

9. Confidential Information; Non-Disparagement; Non-Solicitation; Competitive Activity.

- (a) **Confidential Information**. At all times following the Termination Date, the Executive will not, without the prior written consent of the Company, either directly or indirectly use, appropriate, or disseminate, disclose, or communicate to any person or entity any confidential information of the Company or any Subsidiary that is now known or later becomes known to the Executive because of the Executive's employment with the Company or any Subsidiary, unless the disclosure is required by a valid subpoena or order issued by a court or governmental body.
 - (1) For purposes of this Section 9(a), "confidential information" is any confidential, proprietary, or trade secret information, including concepts, ideas, information, and materials related to the Company or any Subsidiary, customer records, customer lists, economic and financial analyses, financial data, customer contracts, marketing plans, notes, memoranda, lists, books, correspondence, manuals, reports or research, whether developed by the Company or a Subsidiary or developed by the Executive while employed by the Company or a Subsidiary.
 - (2) This Section 9(a) does not apply to any confidential information that becomes publicly disseminated by means other than a breach of this provision.
- (b) **Non-Disparagement**. The Executive will not make any verbal or written comments to any third party that are defamatory, disparaging, or critical of the Company or any Subsidiary or its products, management, employees, officers or operations or that would otherwise adversely affect the finances or business reputation of the Company or any Subsidiary.
- (c) **Non-Solicitation**.
 - (1) For a period of two years after the Termination Date, the Executive will not solicit, divert, take away, or attempt to take away any customer of the Company or any Subsidiary or the business of any customer of the Company or any Subsidiary.
 - (A) A "customer" of the Company or any Subsidiary is any person or other entity to which the Company or any Subsidiary has sold services or products during the 24-month period immediately preceding the Termination Date, any person or other entity that the Company or any Subsidiary is in the process of selling services or products, or any person or other entity to which the Company or any Subsidiary has submitted or is in the process of submitting a bid to sell services or products.
 - (2) For a period of two years after the Termination Date, the Executive will not solicit, attempt to employ, or employ any individual who is an employee, consultant, or agent of the Company or any Subsidiary.
- (d) **Competitive Activity**. For a period of one year following the Termination Date, the Executive will not engage in any Competitive Activity. If the Executive engages in any Competitive Activity earlier than one year following the Termination Date, the Executive must repay to the Company the consideration paid to the Executive under Section 3(b).

10. Employment Rights.

This Agreement is not intended to constitute a contract of employment for any specific term or period. Nothing in this Agreement creates any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company or any Subsidiary prior to or following any Change-in-Control.

11. Successors and Binding Agreement.

- (a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform it if the succession had not taken place. This Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any person acquiring directly or indirectly all or substantially all of the business or assets of the Company by purchase, merger, consolidation, reorganization or otherwise, with the successor thereafter deemed to be the "Company" for the purposes of this Agreement. Other than as permitted under this Section 11(a), this Agreement is not assignable, transferable or delegable by the Company.
- (b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.
- (c) This Agreement is personal in nature and neither of the parties may, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 11(a) and 11(b). The Executive's right to receive payments under the Agreement is not assignable, transferable or delegable, including by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution. If any assignment or transfer not permitted by this Section 11(c) is attempted, the Company will have no liability to pay any amount attempted to be assigned, transferred or delegated.

12. Notices.

- (a) All communications, including notices, consents, requests or approvals, required or permitted to be given under this Agreement must be in writing.
- (b) All notices must be provided by:
 - (1) hand delivery (deemed provided when delivered);
 - (2) electronic mail transmission, with verbal confirmation of receipt;
 - (3) United States registered or certified mail, return receipt requested, postage prepaid (deemed provided five business days after mailing); or
 - (4) a nationally recognized overnight courier service such as Federal Express or UPS (deemed provided three business days after deposit with courier service).

Change in Control Agreement
For Executive Name

- (c) Notices to the Company must be addressed to the attention of the highest-ranking Human Resources official of the Company at the Company's principal executive office.
- (d) Notices to the Executive must be addressed to the Executive at the Executive's principal residence.
- (e) The Company or the Executive can change the address to which notices to that party are to be addressed by providing notice to the other party as required under this Section 12, except that notices of changes of address are effective only upon actual receipt.

13. Governing Law.

The validity, interpretation, construction and performance of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Michigan without giving effect to its principles of conflict of laws.

14. Validity.

If any provision of this Agreement or the application of any provision to any person or circumstances is held invalid, unenforceable or otherwise illegal by a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to any other person or circumstances will not be affected. The provision held to be invalid, unenforceable or otherwise illegal will be amended to the minimum extent necessary to make it enforceable, valid or legal.

15. Miscellaneous.

- (a) No provision of this Agreement may be modified, waived or discharged unless the waiver, modification or discharge is agreed to in writing signed by the Executive and the Company.
- (b) No waiver by either party at the time of any breach by the other party or compliance with any condition or provision of this Agreement to be performed by the other party will be a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.
- (c) This Agreement contains the entire agreement between Executive and the Company regarding the subject herein and fully supersedes any and all prior agreements or understandings, whether oral or written, between Executive and the Company pertaining to the subject matter addressed in this Agreement.
- (d) References to Sections are to references to Sections of this Agreement.

16. Prior Agreements.

As of the Effective Date, this Agreement supersedes and replaces all prior change-in-control severance agreements and similar agreements between the Executive and the Company or any of its Subsidiaries ("Prior Agreements"). Any and all Prior Agreements cease to be of force and effect as of the Effective Date.

17. Counterparts.

This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together will constitute one agreement.

18. Section 280G.

This Section 18 will apply if the Executive is a “disqualified individual” within the meaning of Section 1.280G-1, Q/A-15 of the Treasury regulations. In the event of an event constituting a change in the ownership or effective control of the Company or ownership of a substantial portion of the assets of the Company described in Section 280G(b)(2)(A)(i) of the Code, the Company, at its sole expense, will cause its independent auditors promptly to review all payments, accelerations, distributions and benefits that have been made to or provided to, and are to be made, or may be made, to or provided to, the Executive under the Agreement (irrespective of whether severance payment and benefits or other payments and benefits are then payable to the Executive at that time), and any other agreement or plan under which the Executive may individually or collectively benefit (collectively the “Original Payments”), to determine the applicability of Section 4999 of the Code to the Executive in connection with such event. The Company’s independent auditors will perform this analysis in conformity with the foregoing provisions and will provide the Executive with a copy of their analysis and determination. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the Original Payments would be subject to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), the Original Payments will be reduced (but not below zero) to the extent necessary so that no Original Payment will be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by the Executive will exceed the net after-tax benefit received by him or her if no such reduction was made. For purposes of this Agreement, “net after-tax benefit” will mean (a) the Original Payments which the Executive receives or is then entitled to receive from the Company that would constitute “parachute payments” within the meaning of Section 280G of the Code, less (b) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing will be paid to the Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (c) the amount of the Excise Tax imposed with respect to the payments and benefits described in (a) above. If a reduction is required by this provision, the payments and benefits will be reduced in the following order: any cash severance to which the Executive becomes entitled (starting with the last payment due), then other cash amounts that are parachute payments (starting with the last payment due), then any stock option awards that have exercise prices higher than the then-fair market value price of the stock (based on the latest vesting tranches), then restricted stock and restricted stock units based on the latest awards scheduled to be distributed, and then other stock options based on the latest vesting tranches. The fees and expenses of the Company’s auditor for its services in connection with the determinations and calculations contemplated by this provision will be borne by the Company.

19. Section 409A.

The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Code Section 409A so that none of the payments or benefits will be subject to the additional tax imposed under Code Section 409A, and any ambiguities herein will be interpreted in accordance with such intent. For purposes of Code Section 409A, each payment, installment or benefit payable under

Change in Control Agreement
For Executive Name

this Agreement is hereby designated as a separate payment. "Termination of employment," "resignation" or words of similar import, as used in this Agreement shall mean, with respect to any payments subject to Code Section 409A, the Executive's "separation from service" as defined by Code Section 409A. If any payment subject to Code Section 409A is contingent on the delivery of a release by the Executive and could occur in either of two years, the payment will occur in the later year. In addition, if the Company determines that Executive is a "specified employee" under Code Section 409A(a)(2)(B)(i) at the time of Executive's separation from service, then (i) any severance payments or benefits, to the extent that they are subject to Code Section 409A, shall be paid the first business day after the end of such six-month period, or, if earlier, within 30 days after the Executive's death and (ii) any installments that otherwise would have been paid or provided prior to such date will be paid or provided in a lump sum when the severance payments or benefits commence.

20. Definitions.

For purposes of this Agreement, the following definitions apply:

- (a) Agreement Expiration Date is the later of:
 - (1) the day before the third anniversary of the Effective Date; or
 - (2) the last day of any extension of the Agreement under this Section 20(a).
 - (3) Beginning on the third anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, this Agreement will automatically be extended for an additional year unless, not later than 90 days before any anniversary of the Effective Date the Company gives notice that it does not wish to have the Term extended; at which time this Agreement will stay in effect for a period of two years and then expire.]
- (b) Annual Bonus is the aggregate annual bonus to which the Executive would have been entitled under the DT Midstream, Inc. Annual Incentive Plan a Subsidiary's annual incentive plan, or any successor annual incentive plan (an "Annual Plan") in the applicable year, presuming that the Executive's individual performance multiplier is 100%.
- (c) Base Salary is the Executive's annual base salary (prior to any pre-tax deferrals made under any employee benefit plans of the Company), and as in effect immediately prior to the Change-in-Control or immediately prior to the Executive's Termination Date, if higher.
- (d) Benefit Continuation Period is the two-year period beginning on the Executive's Termination Date.
- (e) Board is the Board of Directors of the Company.
- (f) Cause. The Executive's employment will be considered terminated for Cause if prior termination of the Executive's employment, the Authorized Entity reasonably determines, based on a preponderance of the evidence reasonably to the Authorized

Change in Control Agreement
For Executive Name

Entity as of the date the Authorized Entity adopts the resolution described below, that the Executive committed or engaged in:

- (1) an intentional act of fraud, embezzlement or theft at a level that constitutes a felony in connection with the Executive's duties or in the course of the Executive's employment with the Company or a Subsidiary, whether or not the Executive is convicted or pleads guilty or nolo contendere (no contest) to any related criminal charges;
 - (2) intentional wrongful damage to property of the Company or a Subsidiary;
 - (3) intentional wrongful disclosure of secret processes or confidential information of the Company or a Subsidiary;
 - (4) intentional wrongful engagement in any Competitive Activity;
 - (5) willful and continued failure by the Executive to substantially perform the Executive's duties with the Company that is not cured within 30 days after the Authorized Entity delivers to the Executive a written demand for substantial performance specifically identifying the Executive's failure to perform;
 - (6) acts or omissions that cause material damage to the business or financial reputation of the Company or a Subsidiary; or
 - (7) other intentional activity, including but not limited to a breach of the Executive's fiduciary duties with respect to the Company, a Subsidiary, or any welfare plan or pension plan sponsored by the Company or a Subsidiary;
- which, in the reasonable judgment of the Authorized Entity and based on a preponderance of the evidence available to the Authorized Entity is significantly detrimental to the reputation, goodwill or business of the Company or significantly disrupts the workplace environment or operation of the Company's business or administrative activities.

For purposes of this Section 20(f), no act or failure to act on the part of Executive will be deemed "intentional" if it was due primarily to an error in the Executive's judgment or the Executive's negligence. An act will be deemed "intentional" only if done or omitted to be done by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company.

For purposes of this Section 20(f), the Executive has not been terminated for Cause unless and until:

- (8) If the Authorized Entity is the Board or a committee created by the Board:
 - (A) A meeting of the Authorized Entity is called and held for the purpose of determining if the Executive is to be terminated for Cause; and
 - (B) The Executive is given reasonable notice of the meeting and an opportunity to be heard before the Authorized Entity, with Executive's counsel if the Executive so chooses; and
 - (C) At that meeting the Authorized Entity finds, in the good faith opinion of the Authorized Entity, that the Executive has committed an act entitling the Authorized Entity to terminate the Executive's employment for Cause; and

Change in Control Agreement
For Executive Name

- (D) The Executive has been provided a copy of the resolution duly adopted at that meeting by the affirmative vote of not less than three-quarters of the Authorized Entity and specifying in detail the particulars of the Authorized Entity's finding.
- (9) If the Authorized Entity is an individual:
 - (A) The Authorized Entity has made a preliminary determination, in good faith, that the Executive has committed an act entitling the Authorized Entity to terminate the Executive's employment for Cause; and
 - (B) The Authorized Entity gives the Executive reasonable notice of a meeting between the Authorized Entity and the Executive, and the Executive's counsel if the Executive so chooses, with the meeting notice including the Authorized Entity's preliminary determination; and
 - (C) At the meeting the Executive, and the Executive's counsel if the Executive so chooses, is given the opportunity to be heard regarding the Authorized Entity's preliminary determination; and
 - (D) After the meeting, the Authorized Entity makes a final determination, in good faith, that the Executive has committed an act entitling the Authorized Entity to terminate the Executive's employment for cause; and
 - (E) The Authorized Entity provides the Executive written notice specifying in detail the particulars of the Authorized Entity's final determination.

Executive and the Executive's beneficiaries retain the right to contest the validity or propriety of the Authorized Entity's determination that the Executive's employment was terminated for Cause.

For purposes of this Section 20(f), the Authorized Entity is the Board. However, the Board, in its discretion, may delegate in writing to the Chief Executive Officer, the President of the Company, the chief Human Resources Officer of the Company, or a committee (created for this purpose) the Board's authority and duties under Section 20(f) as the Authorized Entity with respect to determining if Executive has terminated for Cause.

(g) Change-in-Control occurs if any of the following events occurs during the Term of this Agreement:

- (1) The consummation of a transaction in which the Company is merged, consolidated or reorganized into or with another corporation or other legal person (the "Surviving Entity"), and as a result of the transaction less than 50% of the combined voting power of the then-outstanding Voting Stock of the Surviving Entity immediately after the transaction is held in the aggregate by the holders of Voting Stock of the Company immediately prior to the transaction; or
- (2) The consummation of a sale or transfer in which the Company sells or otherwise transfers all or substantially all of its assets to another corporation or other legal person (the "Acquiring Entity"), and as a result of the sale or transfer less than 50% of the combined voting power of the then-outstanding Voting Stock of the Acquiring Entity immediately after the sale or transfer is held in the

Change in Control Agreement
For Executive Name

aggregate (directly or through ownership of Voting Stock of the Company or a Subsidiary) by the holders of Voting Stock of the Company immediately prior to the sale or transfer. However, a sale or transfer described in this Section 20(g) will not constitute a Change in Control if the sale or transfer is pursuant to a spin-off type of transaction (directly or indirectly) of the Company's assets to the Company's shareholders; or

- (3) The approval by the shareholders of the Company of a complete liquidation or dissolution of the Company; or
- (4) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act, other than (A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Affiliate, or (B) any corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of the Common Stock) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the total voting power represented by the Company's then outstanding Voting Stock; or
- (5) A change in the composition of the Board occurring within any consecutive twelve-month period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" means directors who either (i) are Directors or Directors-Elect as of the first date the Common Stock is listed on any established stock exchange, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of the election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company). However, a change in the composition of the Board described in this Section 20(g) will not constitute a Change in Control if the change in the composition of the Board is pursuant to a spin-off type of transaction (directly or indirectly) of the Company's Voting Stock or assets to the Company's shareholders.

For purposes of this Section 20(g):

- (6) "Affiliate" "Affiliate" means, with respect to any specified person, any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified person ("control," "controlled by" and "under common control with" will mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise); and
- (7) "Voting Stock." Means securities entitled to vote generally in the election of directors.

- (h) Code is the Internal Revenue Code of 1986, as amended.
- (i) Common Stock means the common stock of the Company.

Change in Control Agreement
For Executive Name

- (j) Company means DT Midstream, Inc., a Delaware corporation, or any successor corporation.
- (k) Competitive Activity is the Executive's direct employment, without the written consent of the Board (or any Committee of the Board to which the Board delegates its authority under this Section 20(k) in writing), in any business or enterprise (including the Executive's own business or enterprise) if:
 - (1) the business or enterprise engages in substantial and direct competition with the Company or any of its Subsidiaries in any state in which the Company or Subsidiary was engaged in business or actively negotiating to enter business on the Termination Date; and
 - (2) the business's or enterprise's sales of any product or service competitive with any product or service of the Company or any of its Subsidiaries amounted to 10% of the business's or enterprise's net sales for its most recently completed fiscal year; and
 - (3) the Company's or Subsidiary's net sales of the competitive product or service amounted to 10% of the Company's or Subsidiary's net sales for its most recently completed fiscal year; and
 - (4) the Board determines the Executive's employment in the business or enterprise is detrimental to the Company or any of its Subsidiaries.

"Competitive Activity" does not include the mere ownership of not more than 10% of the total combined voting power or aggregate value of all classes of stock or other securities in the enterprise and the Executive's exercise of rights resulting from ownership of the stock.

The Board (or its delegate) has sole discretion and authority to determine if the Executive is engaging in Competitive Activity for purposes of this Agreement. It is the Executive's responsibility to provide information sufficient for the Board (or its delegate) to make these determinations.

- (l) Exchange Act is the Securities Exchange Act of 1934, as amended.
- (m) Good Reason. An Executive terminates employment for Good Reason if the Executive terminates his or her employment during the Severance Period following the occurrence of any of the following events during the Severance Period, provided that, before terminating employment, the Executive gives the Company written notice of the occurrence of the event within 90 days of the occurrence and the Company fails to cure the event within 30 days of receiving the Executive's written notice:
 - (1) Failure to maintain the Executive in a position within the same or higher employee subgroup (as in existence prior to the Change in Control) with the Company and/or a Subsidiary, as applicable, which the Executive held immediately prior to the Change in Control, or the removal of the Executive as Chairman of the Company (or any successor to the Company) if the Executive was Chairman of the Company immediately prior to the Change in Control;
 - (2) A significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company

Change in Control Agreement
For Executive Name

and its Subsidiaries as compared to other employees in the same employee subgroup within the Company or the Subsidiary which the Executive held immediately prior to the Change in Control;

- (3) A reduction in the Executive's Base Pay or the opportunity to earn Incentive Pay from the Company, its Subsidiaries or the failure to pay the Executive Base Pay or Incentive Pay earned when due;
 - (4) The termination or denial of the Executive's rights to employee benefits or a material reduction in the aggregate scope or value of employee benefits (unless, in the case of Welfare Benefits or pension benefits, the termination, denial or reduction applies to all similarly situated employees of the Company and its Subsidiaries), any of which is not remedied by the Company within 10 calendar days after the Company receives written notice from the Executive of the change, reduction or termination;
 - (5) Without the Executive's prior written consent, the Company:
 - (A) Requires the Executive to change the Executive's principal location of work to any location that is in excess of 60 miles from the location immediately prior to the Change in Control; or
 - (B) Requires the Executive to travel away from the Executive's office in the course of discharging the Executive's responsibilities or duties at least 40% more (in terms of aggregate days in any calendar year or in any calendar quarter when annualized for purposes of comparison to any prior year) than the average number of travel days per calendar year that was required of the Executive in the three full calendar years immediately prior to the Change in Control.
 - (6) Any material breach of this Agreement by the Company or its successor.
- (n) LTIP means the DT Midstream, Inc. Long-Term Incentive Plan, as may be amended from time to time or such successor plan.
- (o) Qualifying Termination means:
- (1) Termination of the Executive's employment by the Company or a Subsidiary during the Severance Period other than a termination:
 - (A) because of the Executive's death;
 - (B) because the Executive became permanently disabled within the meaning of, and began receiving disability benefits under, the Company or Subsidiary sponsored long-term disability plan in effect for, or applicable to, the Executive immediately prior to the Change-in-Control; or
 - (C) for Cause;or
 - (2) Termination of the Executive's employment by the Executive during the Severance Period for Good Reason, regardless of whether any other reason, other than Cause, for the Executive's termination exists or has occurred, including other employment.

Change in Control Agreement
For Executive Name

- (p) Severance Pay is the collective benefits provided under any agreement, policy, plan, program, or arrangement of the Company or a Subsidiary or any provision of any individual severance, employment, or other agreement between the Executive and the Company or a Subsidiary that are paid to the Executive solely because of the termination of the Executive's employment.
- (q) Severance Period resulting from a Change-in-Control described in Section 20(g) is the period beginning on the date a Change-in-Control occurs and ending on the earliest of:
 - (1) the second anniversary of the Change-in-Control;
 - (2) the Executive's death.
- (r) Subsidiary means a "subsidiary corporation" with respect to the Company, whether now or hereafter existing, as defined in Section 424(f) of the Code.
- (s) Termination Date is the date on which the Executive's employment is terminated by a Qualifying Termination.
- (t) Welfare Benefits are benefits provided under employee welfare benefit plans, as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended.

In witness whereof, this Agreement has been entered into by the Company and the Executive as of the Effective Date.

[Executive's Name]

Date

DT MIDSTREAM, INC.

Name
Title

Date

FORM APPROVED 07.01.2021
DT Midstream, Inc. Organization and
Compensation Committee

Page 17 of 17

SEVERANCE AGREEMENT

This Severance Agreement (“Agreement”) is entered into by and between DT Midstream, Inc., a Delaware corporation and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations and assigns (the “Company”), and NAME (“Executive”).

WHEREAS, the Company desires to continue to retain the services of Executive; AND the parties desire to enter into this Agreement to set forth certain terms and conditions under which Executive may be eligible to receive a Severance Payment (defined below) in the event of a termination from employment with the Company;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and Executive hereby agree as follows:

1. Term of Agreement. This Agreement (the “Term”) begins on July 1, 2021 and ends on the date the Executive terminates or resigns employment with the Company or any Subsidiary.

2. Severance Payment. Subject to the Company’s receipt of an effective Release of Claims executed by Executive in the form appended hereto as Appendix A (“Release”), if Executive’s employment is involuntarily terminated by the Company without Cause (as defined herein), or by the Executive for Good Reason (as defined herein), but excluding termination of employment due to Executive’s death or Complete Disability (as defined herein), Executive will be entitled to receive a “Severance Payment” consisting of:

- a. a lump sum payment equal to X0% of the sum of:
 - (A) Executive’s annual base salary at the time of termination; plus
 - (B) Executive’s target annual bonus under the Company’s Annual Incentive Plan.

Any payment under this paragraph will be subject to all applicable payroll taxes and other withholdings and will not be included in earnings or compensation for purposes of calculating any benefits to which the Executive may be entitled to under any other employee benefit plan or program, including but not limited to any qualified or non-qualified defined contribution plan calculation, post-employment benefit calculation, or 401(k) calculation, unless such employee benefit plans or programs expressly provide for the inclusion of such amounts in earnings or compensation.

The Severance Payment will be payable in a lump sum within 30 days of the Effective Date of the Release.

3. Definition of “Cause.” For purposes of this Agreement, “Cause” means that, in the reasonable determination of the Company, Executive committed or engaged in:

- a. an intentional act of fraud, embezzlement or theft at a level that constitutes a felony in connection with the Executive’s duties or in the course of the Executive’s employment with the Company or a Subsidiary, whether or not the Executive is convicted or pleads guilty or nolo contendere (no contest) to any related criminal charges;
- b. intentional wrongful damage to property of the Company or a Subsidiary;

SEVERANCE AGREEMENT

- c. intentional wrongful disclosure of secret processes or confidential information of the Company or a Subsidiary;
- d. intentional wrongful engagement in any Competitive Activity;
- e. willful and continued failure by the Executive to substantially perform the Executive's duties with the Company that is not cured within 30 days after the Authorized Entity delivers to the Executive a written demand for substantial performance specifically identifying the Executive's failure to perform;
- f. acts or omissions that cause material damage to the business or financial reputation of the Company or a Subsidiary; or
- g. other intentional activity, including but not limited to a breach of the Executive's fiduciary duties with respect to the Company, a Subsidiary, or any welfare plan or pension plan sponsored by the Company or a Subsidiary;

which, in the reasonable judgment of the Authorized Entity and based on a preponderance of the evidence available to the Authorized Entity is significantly detrimental to the reputation, goodwill or business of the Company or significantly disrupts the workplace environment or operation of the Company's business or administrative activities.

4. Definition of "Good Reason." For purposes of this Agreement, an Executive terminates employment for "Good Reason" following the occurrence of any of the following events, provided that before terminating employment, the Executive gives the Company written notice of the occurrence of the event within 90 days of the occurrence and the Company fails to cure the event within 30 days of receiving the Executive's written notice:

- a. Fails to maintain Executive in a position within the same or higher employee subgroup;
- b. Imposes a significant adverse change in the nature or scope of the authorities, powers, functions, responsibilities or duties attached to the position with the Company.
- c. Reduces Executive's Base Pay or opportunity to earn Incentive Pay from the Company or failure to pay Base Pay or Incentive Pay earned when due.
- d. Terminates or denies Executive rights to employee benefits or a material reduction in the aggregate scope or value of employee benefits (unless the termination, denial or reduction applies to all similarly situated employees of the Company), any of which is not remedied by the Company within 10 calendar days after the Company receives written notice from Executive of the change, reduction or termination;
- e. Without Executive's written consent, the Company:
 - i. Requires Executive to change Executive's principal location of work to any location that is in excess of 60 miles; or
 - ii. Requires Executive to travel away from the principal location in the course of discharging Executive responsibilities or duties at least 40% more (in terms of aggregate days in any calendar year or in any calendar quarter when annualized for purposes of comparison to any prior year) than any prior year.

SEVERANCE AGREEMENT

5. Complete Disability or Death. If the Company terminates Executive's employment as a result of Executive's Complete Disability, or if Executive's employment is terminated due to the death of Executive, then Executive will not be entitled to receive the Severance Payment under this Agreement. "Complete Disability" means Executive is prevented from performing their employment duties by reason of any physical or mental incapacity that results in Executive's satisfaction of all requirements necessary to receive benefits under the Company's long-term disability plan.

6. No Employment Contract. This Agreement will not be deemed to constitute a contract of employment for any specific term or period. Notwithstanding any other provision of this Agreement, Executive's employment with the Company remains at all times at-will and may be terminated by either party at any time, with or without cause.

7. Non-Duplication of Severance Benefits. If Executive experiences a Qualifying Termination resulting from a Change-in-Control for which Executive is entitled to Severance Benefits under Executive's CHANGE-IN-CONTROL SEVERANCE AGREEMENT, Executive will not be entitled to a Severance Payment under this Agreement. The benefits received by an Executive under the Executive's CHANGE-IN-CONTROL SEVERANCE AGREEMENT supersede and are in lieu of any Severance Payment to which the Executive may be otherwise entitled under this Agreement. With the exception of the CHANGE-IN-CONTROL SEVERANCE AGREEMENT, this Agreement supersedes and replaces all prior severance agreements and similar agreements between the Executive and the Company or any of its Subsidiaries ("Prior Agreements"). Any and all Prior Agreements other than the CHANGE-IN-CONTROL SEVERANCE AGREEMENT cease to be of force and effect as of the Effective Date.

8. Entire Agreement. Except as otherwise provided in Section 7 above, this Agreement contains the entire agreement between Executive and the Company regarding the subject matter hereof and, as such, fully supersedes any and all prior agreements or understandings, whether oral or written, between Executive and the Company pertaining to the subject matter addressed in this Agreement. To the extent any term or condition of this Agreement conflicts with any term or condition of any other agreement between the parties, whether written or oral, this Agreement will prevail.

9. Modification of Agreement. This Agreement may be modified, amended or superseded only by a written agreement signed by Executive and the General Counsel of the Company.

10. Validity. If any provision of this Agreement or the application of any provision to any person or circumstances is held invalid, unenforceable or otherwise illegal by a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to any other person or circumstances will not be affected. The provision held to be invalid, unenforceable or otherwise illegal will be amended to the minimum extent necessary to make it enforceable, valid or legal.

11. Choice of Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Michigan without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction.

12. Internal Revenue Code Section 409A. All amounts payable under this Agreement are intended to comply with the Code Section 409A "short term deferral" exception specified in Treas. Reg. § 1.409A-1(b)(4) or the "separation pay plan" exception specified in

SEVERANCE AGREEMENT

Treas. Reg. § 1.409A-1(b)(9), or both of them, and shall be interpreted in a manner consistent with the applicable exceptions. If any amounts payable under this Agreement do not qualify for an exception and are subject to Code Section 409A, this Agreement shall be interpreted and administered to comply with Code Section 409A to the maximum extent possible. Payment of any amount subject to Code Section 409A that is scheduled to be paid within six (6) months after the Executive separation from service will accrue without interest and be paid on the earlier of (a) the first business day after the end of the six-month period, or (b) fifteen (15) days after the appointment of the personal representative or executor of Executive's estate following his death. Nothing in this Agreement shall be construed as a guarantee of any particular tax treatment. In no event whatsoever (including, but not limited to, as a result of this Section or otherwise) shall the Company be liable for any tax, interest or penalties that may be imposed on Executive under Code Section 409A. "Termination of employment," "resignation" or words of similar import, as used in this Agreement shall mean, with respect to any payments subject to Code Section 409A, the Executive's "separation from service" as defined by Code Section 409A. If any payment subject to Code Section 409A is contingent on the delivery of a release by the Executive and could occur in either of two years, the payment will occur in the later year.

13. Arbitration. Any controversy or claim arising out of or relating to this Agreement, its terms, breach of any warranty or representation herein, or to interpret or enforce this Agreement, will be submitted to arbitration through the American Arbitration Association ("AAA"), with arbitration to occur in Wayne County, Michigan, and be resolved in accordance with the rules then in effect for such entity. The arbitration proceeding will allow the parties to be represented by counsel at their respective expense, reasonable discovery, a hearing on the claim, selection of a neutral arbitrator by mutual agreement, and if the parties are unable to agree, based on procedures provided by AAA, governing voluntary labor arbitration, judicial review as provided by Michigan law, and a written award containing findings of fact and conclusions of law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

14. Successors and Binding Agreement. This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees. This Agreement is personal in nature and neither of the parties may, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in this Section 14. The Executive's right to receive payments under the Agreement is not assignable, transferable or delegable, including by pledge, creation of a security interest, or otherwise, other than by a transfer by Executive's will or by the laws of descent and distribution. If any assignment or transfer not permitted by this Section 14 is attempted, the Company will have no liability to pay any amount attempted to be assigned, transferred or delegated.

15. Notices.

- a. All communications, including notices, consents, requests or approvals, required or permitted to be given under this Agreement must be in writing. All notices must be provided by:
 - i. hand delivery (deemed provided when delivered);
 - ii. electronic mail transmission, with verbal confirmation of receipt;
 - iii. United States registered or certified mail, return receipt requested, postage prepaid (deemed provided five business days after mailing); or

SEVERANCE AGREEMENT

- iv. a nationally recognized overnight courier service such as Federal Express or UPS (deemed provided three business days after deposit with courier service).
- b. Notices to the Company must be addressed to the attention of the highest-ranking Human Resources official of the Company at the Company's principal executive office.
- c. Notices to the Executive must be addressed to the Executive at the Executive's principal residence.
- d. The Company or the Executive can change the address to which notices to that party are to be addressed by providing notice to the other party as required under this Section 15, except that notices of changes of address are effective only upon actual receipt.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

[Name]
Executive

Wendy Ellis,
General Counsel & Corporate Secretary
For the Company

Dated: _____

Dated: _____

FORM APPROVED 07.01.2021
DT Midstream, Inc. Organization and
Compensation Committee

Page 5 of 5

Appendix A

RELEASE OF CLAIMS

This Release of Claims (the “**Release**”) is made by and between DT Midstream, Inc., a Michigan corporation (the “Company”), and NAME (“Executive”).

NOW THEREFORE, in consideration of the mutual promises made herein, the Company and Executive (jointly referred to as “**the Parties**”) hereby agree as follows:

- 1. Consideration.** The Company agrees to pay Executive the Severance Payment (as defined in the Severance Agreement between the Company and the Executive), less applicable withholding within thirty (30) days of the Effective Date (as defined below) of this Release.
- 2. Payment of Salary.** Executive acknowledges and represents that the Company has paid all salary, wages, bonuses and any and all other benefits and compensation due to Executive other than the Severance Payment.
- 3. Release of Claims.** Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations and assigns (the “**Releasees**”). Executive hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute or pursue, any claim, complaint, charge, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Release including, without limitation:
 - a. any and all claims relating to or arising out of Executive’s employment relationship with the Company and the termination of that relationship;
 - b. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; workers’ compensation and disability benefits;
 - c. any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Elliott Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistleblower Protection Act;

- d. any and all claims arising out of any other laws and regulations relating to Executive's employment or employment discrimination; and
- e. any and all claims for attorneys' fees and costs.

This Release of Claims does not limit Executive's right to participate in an EEOC, NLRB, OSHA, SEC or other governmental agency investigation; however, Executive waives the right to recover any monetary or other benefits, such as reinstatement, arising from the investigation. This Agreement does not limit Executive's rights to receive an award from the government for information provided.

4. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Release. Executive acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that Executive has been advised by this writing that: (a) Executive should consult with an attorney prior to executing this Release; (b) Executive has twenty-one (21) days within which to consider this Release; (c) Executive has seven (7) days following the execution of this Release by the Parties to revoke the Release; (d) this Release will not be effective until after the revocation period has expired; and (e) nothing in this Release prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

5. No Admission of Liability. Executive understands and acknowledges that this Release constitutes a compromise and settlement of any and all potential disputed claims. No action taken by the Company hereto, either previously or in connection with this Release, will be deemed or construed to be: (a) an admission of the truth or falsity of any potential claims; or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Executive or to any third party.

6. Proprietary Information and Affiliated Positions. Executive acknowledges receiving proprietary and confidential information belonging to the Company, including trade secrets, customer lists, accounting information, and information related to process and technology, which are not generally known outside the Company, of which the Company takes reasonable efforts to maintain secrecy and from which the Company derives economic benefit and value ("Proprietary Information"). Executive agrees that for all time, Executive will not disclose such Proprietary Information to any persons outside of the Company, nor make any unauthorized use of such Proprietary Information. To the extent Executive is a director, trustee, or officer of any Company entity or affiliate, or is a member of any committee of the Company or any Company affiliate, Executive hereby resigns from such capacity effective upon the effective date of this agreement, unless a different transition date is mutually agreed upon. Executive agrees to execute and deliver any documents reasonably necessary to effectuate such resignations, as requested by the Company.

7. No Representations. Executive represents that Executive has been advised to consult with an attorney and has had an opportunity to do so, and Executive has carefully read

and understands the scope and effect of the provisions of this Release. Executive has not relied upon any representations or statements made by the Company which are not specifically set forth in this Release.

8. Severability. In the event that any provision or any portion of any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Release will continue in full force and effect without said provision or portion of provision.

9. No Oral Modification. This Release may only be amended in writing signed by Executive and the Company's Chief Executive Officer

10. Governing Law. This Release will be governed by the laws of the State of Michigan without regard for choice of law provisions.

11. Medicare Acknowledgement: Executive affirms that he is not Medicare eligible, that he is not a Medicare beneficiary, that he is not within thirty (30) months of becoming Medicare eligible; that he is not 65 years of age or older; that he is not suffering from end stage renal failure or amyotrophic lateral sclerosis; that he has not received Social Security benefits for twenty-four (24) months or longer; and/or that he has not applied for Social Security benefits, and/or is not appealing any denial of Social Security disability benefits. Executive affirms and warrants he has made no claim for illness or injury against the Company, nor is he aware of any facts supporting any claim against the Company under which the Company could be liable for medical expenses incurred by the Executive before or after the execution of this Agreement. As Executive is not a Medicare recipient as of the Effective Date of this Agreement, Executive is aware of no medical expenses which Medicare has paid and for which the Company is or could be liable now or in the future. Executive affirms that, to the best of his knowledge, no liens of any governmental entities, including those for Medicare conditional payments, exist. The Parties have not shifted responsibility for medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties have made every effort to adequately protect Medicare's interest and incorporate such into the severance terms, and to comply with both federal and state law. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services or Medicare on this Agreement, or Executive's eligibility or entitlement to Medicare or Medicare payments, will not render this Agreement void or ineffective, or in any way affect the finality of this Agreement. Executive represents and agrees that Executive will indemnify, defend and hold the Company harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown, arising from any and all charges for medical treatment Executive has received or will receive in the future. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks reimbursement or damages (including multiple damages) from Company relating to Executive's alleged past or future medical expenses, injuries, or claims, Executive will defend and indemnify Company, and hold Company harmless from any and all such damages (including multiple damages), claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees and costs sought by such entities. Executive agrees to waive any and all private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.*

12. Section 409A (Tax Implications). All amounts payable under this Agreement are intended to comply with the Code Section 409A "short term deferral" exception specified in Treas. Reg. § 1.409A-1(b)(4) or the "separation pay plan" exception specified in Treas. Reg. § 1.409A-1(b)(9), or both of them, and shall be interpreted in a manner consistent with the applicable exceptions. If any amounts payable under this Agreement do not qualify for an exception and are

subject to Code Section 409A, this Agreement shall be interpreted and administered to comply with Code Section 409A to the maximum extent possible. Payment of any amount subject to Code Section 409A that is scheduled to be paid within six (6) months after the Separation Date will accrue without interest and be paid on the earlier of (a) the first business day after the end of the six-month period, or (b) fifteen (15) days after the appointment of the personal representative or executor of Executive's estate following his death. Nothing in this Agreement shall be construed as a guarantee of any particular tax treatment. In no event whatsoever (including, but not limited to, as a result of this Section or otherwise) shall the Company be liable for any tax, interest or penalties that may be imposed on Executive under Code Section 409A.

13. Effective Date. This Release will become effective after it has been signed by both Parties and after seven days have passed since Executive signed the Release (the "Effective Date"). Each party has seven days after that party signs the Release to revoke it.

14. Counterparts. This Release may be executed in counterparts and by facsimile, and each counterpart and facsimile will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

15. Voluntary Execution of Agreement. This Release is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that: a) they have read this Release; b) they have been represented in the preparation, negotiation, and execution of this Release by legal counsel of their own choice or have elected not to retain legal counsel; c) they understand the terms and consequences of this Release and of the releases it contains; and d) they are fully aware of the legal and binding effect of this Release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

[Executive Name]

Executive

Wendy Ellis,
General Counsel & Corporate Secretary
For the Company

Dated: _____

Dated: _____

FORM APPROVED 07.01.2021
DT Midstream, Inc. Organization and
Compensation Committee

Page 4 of 4

DT MIDSTREAM, INC.
Annual Incentive Plan

Purpose

DT Midstream, Inc. (“Midstream”) has established the DT Midstream, Inc. Annual Incentive Plan (“Plan”) for the purpose of providing incentives for eligible employees of Midstream to contribute to the success of Midstream by achieving pre-established financial and strategic goals for Midstream and individual performance goals for the employee.

Definitions

“Award” means, with respect to a Plan Year, the applicable percentages (e.g., target, minimum and maximum percentages), Performance Measures, and weights and performance levels for each Performance Measure as established by the Committee in writing and communicated to each Participant for that Plan Year.

“Board” means the Board of Directors of DT Midstream, Inc.

“Change in Control” for purposes of the Plan will have occurred if any of the following events occurs:

1. The consummation of a transaction in which Midstream is merged, consolidated or reorganized into or with another corporation or other legal person (the “Surviving Entity”), and as a result of the transaction less than 50% of the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors (“Voting Stock”) of the Surviving Entity immediately after the transaction is held in the aggregate by the holders of Voting Stock of Midstream immediately prior to the transaction;
2. The consummation of a sale or transfer in which Midstream sells or otherwise transfers all or substantially all of its assets to another corporation or other legal person (the “Acquiring Entity”), and as a result of the sale or transfer less than 50% of the combined voting power of the then-outstanding Voting Stock of the Acquiring Entity immediately after the sale or transfer is held in the aggregate (directly or through ownership of Voting Stock of Midstream) by the holders of Voting Stock of Midstream immediately prior to the sale or transfer. However, a sale or transfer described in this Section will not constitute a Change in Control if the sale or transfer is pursuant to a spin-off type of transaction (directly or indirectly) of the Company’s assets to the Company’s shareholders;
3. The approval by the shareholders of Midstream of a complete liquidation or dissolution of Midstream;
4. Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act, other than (A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Affiliate, or (B) any corporation owned, directly or indirectly, by the shareholders of the Company

in substantially the same proportions as their ownership of the Common Stock) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the total voting power represented by the Company’s then outstanding voting securities;

5. A change in the composition of the Board occurring within any consecutive twelve month period, as a result of which fewer than a majority of the directors are Incumbent Directors. “Incumbent Directors” means directors who either (i) are Directors or Directors-Elect as of the first date the Common Stock is listed on any established stock exchange, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of the election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company). However, a change in the composition of the Board described in this Section will not constitute a Change in Control if the change in the composition of the Board is pursuant to a spin-off type of transaction (directly or indirectly) of the Company’s Voting Stock or assets to the Company’s shareholders.

“Change in Control Award” means an Award for a Plan Year ending before a Change in Control occurs or an Award for a Plan Year in which a Change in Control occurs.

“Committee” means the committee of the Board responsible for determining and approving compensation for Midstream’s Chief Executive Officer and for recommending to the Board compensation for all other Midstream executive officers. If required by the listing rules of any domestic stock exchange on which Midstream stock is listed, the Committee will be composed solely of individuals who are “Non-Employee Directors” as that term is used in Rule 16b-3 under the Securities Exchange Act of 1934 and who satisfy any other applicable requirements under the listing exchange’s rules.

“Disability” means a Participant’s eligibility to receive benefits under a long-term disability plan sponsored by Midstream.

“Participant” means any employee of Midstream selected by the Committee to receive an Award for that Plan Year.

“Performance Measure” is an objective determined by the Committee (in its discretion) to be applicable to a Participant with respect to an Award. The Performance Measures may differ from Participant to Participant and from Award to Award. Any criteria used may be measured, as applicable, in absolute or relative terms (including passage of time and/or against another company or companies), on a per share basis, against the performance of Midstream as a whole or any division of Midstream, and on a pre-tax or after-tax basis. A Performance Measure measures performance for a Plan Year. Examples of Performance Measures include:

1. growth based on increasing sales or profitability of one or more business units;
2. compression reliability;
3. earnings per share growth;
4. employee satisfaction;
5. return on equity;
6. economic value added;
7. cash flow
8. earnings growth;
9. diversity;
10. safety;
11. production cost; or
12. other measures as may be selected by the Committee.

“Plan Year” means the calendar year.

“Retirement” means a Participant’s termination of employment with Midstream (a) at or after age 55 with at least 10 years of service with Midstream or (b) at or after age 65. For purposes of determining a Participant’s eligibility for Retirement, service with DTE Energy Company and related employers will be recognized to the extent required by the Employee Matters Agreement between Midstream and DTE Energy Company.

Annual Award Procedures

For each Plan Year, the Committee will establish and report to the Board the specific criteria for eligibility, the type and timing of Awards and the manner of payment of Awards, the Performance Measures and related weights to be used in computing Award amounts, and the performance levels for each Performance Measure. The Committee will then notify each Participant of the terms of the Participant’s Award for that Plan Year.

Award Payment

Awards for a Plan Year are not payable until the Committee has certified that the Performance Measures and levels entitling a Participant to payment have been satisfied. The Committee reserves the right to reduce (by up to 100%) the amount payable under any Award or to cancel any outstanding Award if, in the Committee’s sole discretion, the Committee determines that the reduction or cancellation is in Midstream’s best interests.

The Committee, or the Committee’s delegate, will establish procedures for calculating each Participant’s Award for a Plan Year. The maximum amount that may be paid to any Participant under an Award for a single Plan Year is \$6,000,000.

The payment, if any, under an Award will be made as soon as practicable following certification by the Committee, but in no event later than the end of the Plan Year following the Plan Year for which the Award was made.

Forfeiture of Award Payment

A Participant whose employment with Midstream terminates before payment is made under an Award for a Plan Year forfeits any Award to which the Participant may have been entitled for that Plan Year. However, if the Participant's employment terminates during a Plan Year because of the Participant's Retirement, Disability, or death, the Participant (or the Participant's beneficiary, in the event of the Participant's death) will be eligible to receive:

1. payment of any Award for a completed Plan Year not yet paid as of the Participant's termination date; and
2. a pro-rata portion of the Award the Participant would have received for the Plan Year in which the Participant's employment terminated.

The amount paid under (2), above, will be:

- the amount of the Award that would have been payable if the Participant's employment had not terminated, based on actual attainment of applicable Performance Measures as certified by the Committee, times
- a fraction, the numerator of which is the number of days in the Plan Year to which the Award relates before the Participant's termination date, and the denominator of which is 365.

The pro-rata portion of the Award is subject to reduction in the Committee's sole discretion based on the Participant's individual performance during the Participant's period of employment during the Plan Year of termination.

Any payment of an Award made to a Participant whose employment terminated because of the Participant's Retirement, Disability, or death will be made at the time the payment would have been made if the Participant's employment had not terminated.

Beneficiary

Any Award payable after the Participant's death will be paid:

1. to the beneficiary designated by the Participant for any group life insurance provided by Midstream on the Participant's life; or
2. if the Participant has not designated a beneficiary for any group life insurance provided by Midstream, to the Participant's estate.

Change in Control Awards

This section supersedes any conflicting provision of the Plan.

After a Change in Control occurs, no certification of Performance Measures and levels is required for any Change in Control Award. The amount of the Change in Control Award earned is the greater of the amount that would have been payable on attainment of:

1. target performance level for each Performance Measure; or
2. actual performance level for each Performance Measure,

using performance through the date the Change in Control occurred for purposes of determining actual levels of performance.

No Change in Control Award may be reduced by the Committee, modified or canceled.

The Plan may not be terminated or substantially modified in a way that adversely affects any Change in Control Award without the affected Participant's written consent.

Administration and Amendment

The Committee administers the Plan. The Committee has the authority to interpret the provisions of the Plan and prescribe any regulations relating to its administration. The decisions of the Committee with respect to the administration of the Plan are conclusive, subject to any limitations on the Committee's action imposed by the terms of the Plan or any Award.

The Board reserves the right to amend, suspend or terminate the Plan at any time.

Funding Status

Benefits under the Plan are payable solely from the general assets of Midstream and remain unfunded and unsecured (under the Internal Revenue Code and Title I of the Employee Retirement Income Security Act of 1974, as amended) during the entire period of the Plan's existence. Each Participant and the Participant's beneficiary are merely general creditors of Midstream and the obligations of Midstream under the Plan are contractual and are not funded or secured in any way. However, nothing in the Plan precludes Midstream from segregating assets that are intended to be a source of payment of benefits under the Plan, as long as those assets remain subject to the general creditors of Midstream.

Additional Provisions

Non-Alienability and Non-Transferability

No Participant and no beneficiary of a Participant may alienate, assign, transfer, pledge, or encumber the Participant's or beneficiary's right to payment of any benefit under the Plan or subject the right to payment of any benefit under the Plan to execution, attachment, or any similar process. A Participant's account cannot be subject in any manner to alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, whether voluntary or involuntary,

including but not limited to any liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Participant. Any attempted assignment, pledge, levy or similar process is null and void and without effect.

Governing Law

The Plan is governed by the laws of the State of Delaware, except for its choice-of-law provisions.

Effect on Employment

Participation in the Plan does not guarantee a Participant continued employment with Midstream.

Participation in the Plan does not affect a Participant's eligibility to participate in any other benefit or incentive plan of Midstream. Treatment of any income realized as a result of the payment of any Award under the Plan for purposes of any Midstream-sponsored employee retirement benefit plan, insurance, or other employee benefit program will be governed by the terms of the other plan or program.

Acceptance of Award

By accepting an Award under the Plan, a Participant and the Participant's successor in interest or personal representative is conclusively deemed to have indicated acceptance or ratification of, and consent to, any action taken under the Plan by the Committee or its delegate.

DT Midstream, Inc. Annual Incentive Plan – Page **6** of **6**

**DT Midstream Spin-Off from DTE Energy is Complete**

Positions DT Midstream as an Independent, Publicly Traded Company

Trading on the NYSE Under Ticker Symbol "DTM"

DETROIT, July 1, 2021 – DT Midstream, Inc. [www.dtmidstream.com] (NYSE: DTM), a premier natural gas pipeline, storage and gathering provider, today debuted as an independent, publicly traded company after successfully completing its separation from DTE Energy (NYSE: DTE) (“DTE”). Shares of DT Midstream will begin trading on the New York Stock Exchange (“NYSE”) today under the symbol “DTM.”

DT Midstream is an owner, operator and developer of natural gas interstate and intrastate pipelines; storage and gathering systems; and compression, treatment and surface facilities. The Company transports clean natural gas for electric and gas utilities, power plants, marketers, large industrial customers, and energy producers across the Southern, Northeastern and Midwestern United States and Canada. The Detroit-based company offers a comprehensive, wellhead-to-market array of services, including natural gas transportation, storage, and gathering.

The Company has a portfolio of integrated assets strategically located in the premier Marcellus, Utica, and Haynesville dry gas basins serving key growing markets; a strong balance sheet with low leverage; predictable and robust contracted cash flows; and a mature environmental, social, and governance (ESG) commitment.

“This is a historic day for DTM as we begin our journey as a premier, independent midstream company,” said David Slater, President and CEO of DT Midstream. “I am incredibly excited about our opportunities going forward. DTM will be distinctive in the sector connecting world class natural gas basins to high quality markets.”

DTM’s integrated asset portfolio includes 900 miles of Federal Energy Regulatory Commission (FERC) regulated interstate gas pipelines, 290 miles of intrastate lateral pipelines, and over 1,000 miles of gathering lines. It also owns and operates 94 Bcf of regulated gas storage capacity in Michigan.

Corporate Social Responsibility

DTM’s ESG program, developed during a 20-year history as part of DTE Energy, is focused on environmental stewardship and maintaining a diverse and safe environment for its employees. The company remains strongly committed to serving its customers and to supporting its communities through focused contributions and the vibrant volunteerism of its team.

As part of this ESG commitment, DTM is one of the first midstream companies to begin implementing plans to achieve net zero carbon and greenhouse gas emissions by 2050 with an interim reduction target of 30% by 2030. These targets will be met using existing technology solutions plus new low carbon initiatives that are in development. The Company believes this area will be a great business opportunity for DTM going forward.

Outlook for 2021

DTM's premium assets and commitment to sustainable operations has resulted in a consistent track record of successful organic development and major acquisitions underpinned by premium financial returns. The Company's financial strength is supported by a strong balance sheet with no significant debt maturities for seven years and stable cash flow generation. This will provide significant financial flexibility moving forward.

"DTM benefits from an outstanding Board and proven leadership team. Because of our stable cash flows and financial strength, we are well positioned to capitalize on highly accretive growth projects within our platform as well as other economically attractive opportunities. We will remain disciplined with our capital allocation and focused on delivering exceptional service to our customers and superior value to our shareholders," continued Slater.

For 2021, DT Midstream expects operating earnings of \$296 million to \$312 million or \$3.06 to \$3.22 per share. The company expects an adjusted EBITDA of \$710 million to \$750 million in 2021, delivering 7% growth compared to 2020.

Terms

As previously announced, in connection with the spin-off, DTE shareholders retained their current shares of DTE Energy stock. At 12:01 AM ET on July 1, 2021, DTE shareholders also received a distribution of one share of DT Midstream common stock for every two shares of DTE common stock owned as of the close of business on June 18, 2021, the record date. Fractional shares of DT Midstream common stock were not distributed to DTE shareholders.

Instead, the fractional shares of DT Midstream common stock are being aggregated and sold in the open market, with the net proceeds distributed pro rata in cash payments to DTE shareholders who would otherwise receive a fractional share of DT Midstream common stock. DTE did not retain any of the outstanding common stock of DT Midstream. For U.S. federal income tax purposes, DTE's U.S. shareholders (other than those subject to special rules) generally should not recognize gain or loss as a result of the distribution of DT Midstream shares, except with respect to cash received in lieu of fractional shares. DTE shareholders are urged to consult with their tax advisors with respect to the U.S. federal, state and local or foreign tax consequences, as applicable, of the spin-off.

About DT Midstream

DT Midstream (NYSE: DTM) is an owner, operator and developer of natural gas interstate and intrastate pipelines, storage and gathering systems, and compression, treatment and surface facilities. The Company transports clean, natural gas for gas and electric utilities, power plants, marketers, large industrial customers and energy producers across the Southern, Northeastern and Midwestern United States and Canada. The Detroit-based company offers a comprehensive, wellhead-to-market array of services, including natural gas transportation,

storage and gathering. DT Midstream is transitioning towards net zero greenhouse gas emissions by 2050, including a target of achieving 30% of its carbon emissions reduction in the next decade. DT Midstream is among the first in the midstream sector to establish net zero goals.

Forward Looking Statement

The information contained herein is as of the date of this release. DT Midstream expressly disclaims any current intention to update any forward-looking statements contained in this release as a result of new information or future events or developments. Words such as "anticipate," "believe," "expect," "may," "could," "projected," "aspiration," "plans," "target," and "goals" signify forward-looking statements.

Forward-looking statements are not guarantees of future results and conditions but rather are subject to various assumptions, risks and uncertainties. This release contains forward-looking statements about DT Midstream's estimates of future prospects, and actual results may differ materially. This release contains forward-looking statements about DT Midstream's preliminary strategic, operational and financial considerations related thereto. Many factors impact forward-looking statements including, but not limited to, the following: the operational failure of gas distribution systems or infrastructure; impact of volatility of prices in the oil and gas markets on DT Midstream's gas storage and pipelines operations and the volatility in the short-term natural gas storage markets impacting third-party storage revenue; the risk of a major safety incident; environmental issues, laws, regulations, and the increasing costs of remediation and compliance, including actual and potential new federal and state requirements; the cost of protecting assets against, or damage due to, cyber incidents and terrorism; health, safety, financial, environmental, and regulatory risks; volatility in commodity markets, deviations in weather, and related risks impacting the results of DT Midstream operations; changes in the cost and availability of natural gas; advances in technology that produce power, store power or reduce power consumption; changes in the financial condition of significant customers and strategic partners; the potential for losses on investments, including; access to capital markets and the results of other financing efforts which can be affected by credit agency ratings; instability in capital markets which could impact availability of short and long-term financing; the timing and extent of changes in interest rates; the level of borrowings; the potential for increased costs or delays in completion of significant capital projects; changes in, and application of, federal, state, and local tax laws and their interpretations, including the Internal Revenue Code, regulations, rulings, court proceedings, and audits; the effects of weather and other natural phenomena on operations and sales to customers, and purchases from suppliers; unplanned outages; employee relations and the impact of collective bargaining agreements; the availability, cost, coverage, and terms of insurance and stability of insurance providers; cost reduction efforts and the maximization of distribution system performance; the effects of competition; changes in and application of accounting standards and financial reporting regulations; changes in federal or state laws and their interpretation with respect to regulation, energy policy, and other business issues; contract disputes, binding arbitration, litigation, and related appeals; and the risks discussed in DT Midstream's public filings with the Securities and Exchange Commission. New factors emerge from time to time. We cannot predict what factors may arise

or how such factors may cause results to differ materially from those contained in any forward-looking statement. Any forward-looking statements speak only as of the date on which such statements are made. We undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events. This document should also be read in conjunction with the Forward-Looking Statements section of the DT Midstream Form 10, and in conjunction with other SEC reports filed by DT Midstream.

For further information contact,

For media:

Michael Raveane, DT Midstream, (313) 774-3174 ext. 1.

For investors/analysts:

Todd Lohrmann, DT Midstream, 313.235.3339