

Enbridge Pipelines Inc.
Amended Representative Shipper Group Revised Agreement
~~May 26, 2022~~ ~~September 22, 2021~~

1. Background and Mandate

With the Competitive Toll Settlement (“CTS”) term expiring on June 30, 2021, Enbridge Pipelines Inc. (“Enbridge”) and the other parties that make up the Representative Shipper Group (“RSG”) acknowledge the need for the RSG to continue to allow for the continued exchange of information in a collaborative forum and to resolve tolling issues related to the Enbridge Mainline as it pertains to the CLT, IJT as well as Canadian Mainline tankage and terminalling tolls that may arise during the Second Term (“Mandate”). For further clarity, CAPP is the counterparty on Lakehead local tolls as they relate to the FSM. Both Enbridge and the RSG have agreed to modify the RSG Agreement in accordance with this amendment (“RSG Revised Agreement”). This RSG Revised Agreement will be effective for the Second Term (as defined in Section 14).

2. Competition and Antitrust Guidelines

Responsibility for compliance with competition and antitrust laws rests with every participant in the RSG. For guidance, Competition and Antitrust Guidelines will be read at the beginning of the first RSG meeting of the year and by the RSG Secretary requesting that Interested Parties acknowledge the Antitrust Guidelines at every meeting for the remainder of the year.

3. Terms of Membership

The RSG is comprised of Representatives of Enbridge and Interested Parties. “Interested Party” means an Enbridge Mainline shipper of record, who shipped within the previous calendar year (represented by a company), a refiner (represented by a company) using liquid hydrocarbons that were transported on the Enbridge Mainline in the previous calendar year, or a producer (represented by a company) whose liquid hydrocarbons were transported on the Enbridge Mainline in the previous calendar year so long as the primary business of such shipper, refiner or producer is the exploration for, production of, or refining of liquid hydrocarbons; CAPP or other industry associations representing shippers, refiners or producers; or representatives of the governments of Western Canadian producing provinces. RSG participants will consist of Enbridge, Members and Observers.

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A. Notice

Enbridge will post this RSG Revised Agreement and the schedule of RSG meetings for the current calendar year, upon their availability, on Enbridge's website at <https://www.enbridge.com/Projects-and-Infrastructure/For-Shippers/Tariffs.aspx>.

Interested Parties who wish to participate in the RSG may apply to become either a Member or Observer by submitting a request in writing to the Secretary. If Enbridge determines that the applicant qualifies as an Interested Party, Enbridge will inform the applicant and verify that an RSG Agreement is signed both by the applicant and by Enbridge prior to joining the RSG.

B. Chairperson/Secretary

The Chairperson shall be a senior employee of Enbridge who will attend and chair RSG meetings. The Chairperson will strive to assume an unbiased facilitator role and will not sponsor issues or negotiate issue resolution on behalf of Enbridge or any other Interested Party.

An Enbridge employee shall serve as the Secretary of the RSG and will attend and coordinate each meeting of the RSG.

C. Members

Members will have voting privileges as described in Section 9 below and will receive copies of all RSG communications and materials and may have their Representative attend RSG meetings. Only Members may participate in RSG sub-committees.

Notwithstanding the preceding paragraph, if two or more Interested Parties are Affiliates, then no more than one of those Affiliates may be a Member, or in the case of Enbridge, no Affiliate may be a Member. An Interested Party that is an Affiliate of a Member, or of Enbridge, as applicable, may be an Observer.

"Affiliate(s)" of any party shall mean any company or legal entity which (a) controls, either directly or indirectly, such party; or (b) which is controlled, directly or indirectly, by such party; or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such party.

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Members who no longer wish to participate or who no longer qualify as an Interested Party in the RSG, who wish to be Observers, or who merge with or are sold to other companies, shall notify the Secretary in writing.

D. Observers

Observers may have their Representatives attend RSG meetings and will receive copies of RSG communications and materials. Observers will not have any voting privileges and may not participate in RSG sub-committees. The participation of other stakeholders who are not Interested Parties in the RSG will be at the sole discretion of Enbridge, acting reasonably.

Observers who no longer wish to participate or who no longer qualify as an Interested Party in the RSG, who wish to be Members, or who merge with or are sold to other companies, shall notify the Secretary in writing.

E. Representatives

“**Representatives**” are those individuals designated by Enbridge, Members and Observers to participate in the RSG. Representatives will be individuals, who have been given the authority to represent their company or organization. Representatives will be individuals who are versed in business matters related to tolling issues on the Enbridge Mainline. Enbridge, Members and Observers may designate one primary Representative and one alternate Representative. Normally, only one Representative from each Member or Observer will attend RSG meetings and only one Representative from each Member will attend RSG sub-committee meetings.

Each Member or Observer must give notice in writing to the Secretary of its primary Representative and alternate Representative prior to such Representative attending any meeting of the RSG or, for Members, a meeting of a RSG sub-committee. A Member or Observer may change its primary or alternate Representative by giving notice of such change to the Secretary in writing.

F. RSG Roster

During the first quarter of each year, the Secretary shall provide all the participants with a comprehensive RSG participant list. The Secretary will communicate any changes of

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Members and Observers in the RSG Roster to the Representatives of the RSG within three (3) business days.

4. Use of RSG Materials

To facilitate free and open communication in the discussion and negotiation of issues, participation by Enbridge, Members and Observers in the RSG shall be conducted on a completely “without prejudice”¹ basis. Enbridge, Members and Observers, expressly acknowledge that any proposals, discussions and negotiations are subject to judicial and administrative settlement privileges.

As well, any documents, information and any communications, written or oral, not already in the public domain or otherwise in the lawful possession of the party without breach of this agreement, that are created or made as part of the RSG process shall be considered to be confidential (“Confidential Information”). Confidential Information shall be divulged only to persons within Enbridge’s, Members’ or Observers’ own organization, including consultants, who have a need to have that information and only after ensuring that any person to whom disclosure is made is made aware of the confidential nature of the information. For greater certainty, Interested Parties with affiliates that compete with Enbridge who wish to participate in the RSG must ensure that sufficient internal processes are in place to ensure that confidential Enbridge information will not be shared with the competing affiliate.

The documents, communications or information relating to the discussion and negotiation of issues shall not be filed, referred to or otherwise used in any hearing or other proceeding before the Canada Energy Regulator (“CER”), FERC, any other regulatory tribunal or administrative body or court, or otherwise made public, without the prior consent of the disclosing party. Notwithstanding anything in this Section, any party may file, refer to, or otherwise use a document created by it a) for any purpose, in its sole discretion, unless the document contains privileged (“without prejudice”) or confidential RSG information from

¹ *Black’s Law Dictionary* defines “without prejudice” as “without loss of any rights; in a way that does not harm or cancel the legal rights or privileges of a party”. It is intended that all discussions and exchanges of oral and written information be made on an entirely without prejudice basis and not be referenced in any regulatory, court, or other dispute resolution proceedings unless expressly provided for by the Parties.

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another party, or b) if such disclosure is required by law, or by the order of a court, regulatory tribunal or other governmental body of competent jurisdiction.

Notwithstanding anything in this Section, in the event of a dispute at the CER, FERC, any other administrative body or court, no party to this agreement will be foreclosed or prohibited from seeking in the proceeding, any and all documents other than those produced pursuant to the work of the RSG, even if such documents sought contain the same or similar information, subject to the established requirements, determinations as to relevance and other lawful process of the tribunal or court in question.

A disclosing party shall endeavour to label all RSG documents as “Confidential” or “Confidential and Without Prejudice”; however, failure to do so will not waive the treatment of that document or any communications regarding that document as confidential or confidential and without prejudice.

The obligations set forth in this Section 4 with respect to without prejudice and privilege shall apply regardless of whether the party that executed the RSG Agreement dated March 20, 2012 is Enbridge, a Member, an Observer or no longer a Member or Observer, and shall survive the termination of this RSG Revised Agreement. The obligations set forth in this Section 4 with respect to Confidential Information shall apply regardless of whether the party that executed the RSG Agreement dated March 20, 2012 is Enbridge, a Member, an Observer or no longer a Member or Observer, and shall continue to apply for thirty-six months after the termination of RSG Revised Agreement.

5. Meetings

The RSG will meet quarterly and may agree to meet more frequently to work to resolve issues and concerns as identified. All RSG meetings will be conducted under, and limited to, an agenda that Enbridge will prepare and distribute in advance. It is recognized that, if Members’ Representatives are expected to take positions and to vote on issues during meetings, the Representatives may need to distribute relevant RSG documents within their own organizations to those individuals who have a need to have that information and conduct internal meetings in advance of the RSG meeting. To this end, except in extraordinary circumstances, Enbridge shall distribute an agenda and any relevant documents on the issues to be considered at the meeting, in electronic format, to all Representatives at least two weeks prior to an RSG meeting. The agenda will clearly

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identify all issues that require resolution by a vote, all issues being raised for adoption pursuant to Section 6 below and all Informational Items as per Section 7 below.

Where possible, an issue will initially be identified as an agenda item for discussion and possible adoption but its proposed resolution will not be voted on until the following or a subsequent meeting.

All RSG meetings shall be scheduled in Calgary unless otherwise agreed by Enbridge and a majority of the Representatives who are eligible to vote.

6. Issues

Enbridge and Members recognize that the RSG should not be a forum for the discussion of issues that are beyond the Background and Mandate of the RSG as described in Section 1, or for discussion of individual shipper information. Accordingly, no such issues will be placed on the agenda or adopted, nor will such issues be discussed at RSG meetings or RSG sub-committee meetings.

A. Process for Adoption of Issues

Members and Enbridge may propose new issues that are within the Background and Mandate described in Section 1.

Members and Enbridge may propose new issues for adoption by submitting a statement of the issue to the Secretary in writing. The statement of the issue must provide a description of the issue and include information sufficient for the RSG to discuss whether to adopt the issue for consideration. Except in extraordinary circumstances, the description of the issue and all supporting documents must be provided to the Secretary for inclusion with the agenda for the next scheduled meeting at least three weeks prior to that meeting. Typically, when a Member or Enbridge brings forward an issue they will make a presentation at the RSG meeting prior to a vote on adoption of the issue. A hard copy and an electronic copy of such presentation, if any, must be provided to the Secretary for inclusion in the meeting notes or agenda for the next RSG meeting.

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The RSG will discuss each issue identified for adoption and Members will determine whether to adopt the issue by a simple majority vote of Members. RSG Members will not unreasonably withhold the adoption of issues that are within the Background and Mandate described in Section 1.

B. Adopted Issue

Upon adoption of an issue by Members, the RSG will decide, with Enbridge's agreement whether that issue will be, (a) addressed by the RSG, (b) referred to a sub-committee of the RSG or (c) if the issue has a broader impact that the RSG cannot consider on its own, referred to a separate process. The recommendations of the RSG sub-committee will be brought before the RSG for consideration and final vote. The resolution of issues that are referred to a process outside of the RSG may be reported to the RSG as an Informational Item.

Once an issue has been adopted by the RSG, the Secretary will give it an issue number. The Secretary will then ensure that the issue is addressed in the appropriate forum (RSG or RSG sub-committee) and in a reasonable time frame. Issues adopted by the RSG will be scheduled and prioritized by Members and Enbridge in order to ensure that appropriate and adequate resources from both Enbridge and Members can be devoted to the resolution of all adopted issues.

C. Exceptions

On an exception basis an issue may be dealt with on an expedited basis as agreed to by the RSG. Dealing with an issue on an expedited basis means that either, with the support of the majority of Members, an issue is presented at a RSG meeting without having been previously identified as an item in the agenda or the Secretary polls Members, and a majority approve the scheduling of a special RSG meeting to address a recently emerged item for consideration by the RSG prior to the next scheduled RSG meeting. In no event will such issue be beyond the Background and Mandate described in Section 1.

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7. Informational Items

The RSG may be used as a means to facilitate the distribution of pertinent information as it relates to the Enbridge Mainline, and such information may be distributed to the RSG participants as an information item (“**Informational Item**”).

8. RSG Sub-Committees

An issue referred to a sub-committee of the RSG will be dealt with in a timely manner. Enbridge or a Member of the sub-committee will report on the progress on the issue at each RSG meeting until the matter is resolved and a recommendation is brought forward. All recommendations of RSG sub-committees will be brought forward to the RSG for review and final vote pursuant to Section 9.

Each RSG sub-committee will be comprised of at least three RSG Member Representatives and at least one Enbridge Representative.

Standing RSG sub-committees may be established.

9. Voting

A. Notification

The Secretary shall notify each Member and Observer of an impending vote at the RSG and provide an issue resolution sheet no less than three weeks prior to the RSG meeting at which the vote is to be taken. The issue resolution sheet will include a clear statement of the proposed final resolution and modifications or amendments required to implement the proposal. Members may provide comments on the wording of the issue resolution sheet no less than two weeks prior to an RSG meeting. Enbridge will provide the final issue resolution sheet, if required, no less than one week prior to the RSG meeting. In this manner, Members will vote on the proposed resolution with full knowledge of the wording with respect to the issue resolution. To accommodate certain issues, these timelines may be shortened as needed upon mutual agreement between Enbridge and the Designated Member, the CAPP Member and the non-CAPP Member Co-chairs.

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B. Quorum for Voting

A vote shall only be taken if 50% of Members or 12 Members, whichever is less, are available to vote.

Each Member shall have one vote on each issue. For clarity, neither Observers nor Enbridge will be eligible to vote on issue resolutions. A Member may vote to approve or oppose a resolution, or may abstain from voting. Only approved and opposed votes will be considered to be votes cast. Members who do not cast a vote will be deemed to have abstained from voting.

C. Procedures for Voting

Members are encouraged to attend meetings in person. If circumstances prevent personal attendance, a Member may contact the Chairperson or Secretary in advance of the meeting to arrange for participation in the discussion of the issue(s) and voting by means of a telephone conference call. On an exception basis, a Member may cast its vote by electronic mail, provided, however, that such vote is received by the Secretary no later than one hour prior to the beginning of the meeting at which a vote is to be taken.

On an exception basis, a vote by electronic mail may be conducted, a minimum of one week after receipt of the final issue resolution sheet by all Members. Voting instructions will be distributed with the final issue resolution sheet. Consistent with the procedures for a vote at a meeting, any Member who does not cast a vote by electronic mail will be deemed to have abstained from voting.

10. Outcome of Vote on Resolution of an Issue

The vote on any proposed issue resolution shall be recorded as Approved or Not Approved.

The result of a vote on any proposed issue resolution will be categorized as follows:

“Approved” – if two-thirds of the votes cast are in favour of the proposed issue resolution; or

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“Not Approved” – if the criteria for Approved are not met.

Following a vote, Enbridge may make any appropriate filings with the CER and/or FERC, or other relevant regulators, as it deems appropriate in its sole discretion. Notwithstanding any other provision of this Agreement, in any such filing Enbridge may disclose whether the filing is supported by an Approved vote of the RSG Members. If the result of the RSG vote is disclosed, Enbridge shall also file the final issue resolution sheet. Enbridge may, where a resolution is Approved, provide a draft of the regulatory application to the RSG prior to filing such application.

While a Member’s vote once cast is final with respect to an issue, a Member’s vote regarding the issue shall not be construed as necessarily establishing an irrevocable position for that Member’s company or organization. The regulatory filing to be submitted by Enbridge with respect to a specific issue shall reflect the information provided to the RSG at the time the vote took place.

Notwithstanding the results of any vote, Enbridge, or any Member or Observer may pursue any options otherwise available to it, including, but not limited to, initiation of or participation in a proceeding before the CER and/or FERC.

11. Meeting Notes

The Secretary shall produce and distribute meeting notes within two weeks after each meeting reporting on the scope of discussions and on decisions reached by the RSG. Members may convey any requested changes to the meeting notes in writing (by email) to the Secretary prior to the next scheduled meeting, or may seek changes orally at the next meeting. For further clarity, meeting notes are privileged and confidential and subject to the rules set out in Section 4 above.

Meeting notes shall include a list of attendees and the results of any votes on a proposed issue resolution. The meeting notes from each RSG meeting will be raised as a motion for adoption at the following RSG meeting.

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12. RSG Member Only Meetings

RSG Members may act on their own by calling RSG Member Only meetings.

RSG Members will designate one RSG Member (Designated Member) who will act as Secretary and have the responsibility to send notices of RSG Member Only meetings to all RSG members with an agenda and to maintain notices, agendas, and meeting notes. RSG Members will also designate two RSG Members (a CAPP Member and a non-CAPP Member) who will act as Co-Chairs and have the responsibility to Chair RSG Member Only meetings.

Any RSG Member may request an RSG Members Only meeting by sending a note to the Designated Member who will then call a meeting of all RSG Members. When a vote is to take place concerning the subject matter of a RSG Member Only issue, the notice sent to all RSG Members by the Designated Member will specify that a vote is to be held and the subject matter of the vote. A vote will be conducted in accordance with the paragraph below.

The Designated Member may draft the final issue resolution sheet prior to a vote on a proposed issue. Any such vote shall be subject to the voting rules in Sections 9 and 10 of this RSG Revised Agreement. In order to communicate the results of such a vote to the RSG, the Designated Member or one of the Co-Chairs will notify the RSG Secretary to include the relevant item in the agenda of an RSG meeting called by Enbridge. The Designated Member or one of the Co-Chairs will communicate the results of such vote at the Enbridge RSG meeting and the RSG will act in accordance with the result of such vote, notwithstanding the vote of any Member that abstained or opposed such resolution; provided however that nothing herein shall prejudice the participation in a proceeding before the CER and/or FERC by any party, as set out in Section 10 above.

Enbridge shall add the adoption of an issue to any agenda when requested by either the Designated Member or one of the Co-Chairs.

13. Filing Notification to the CER

Enbridge will notify the CER that the RSG (with a Revised Agreement) will stay in effect for a Second Term and will file a copy of the RSG Revised Agreement as soon as it has been supported by the RSG via an RSG vote.

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14. Term

The Second Term of this Agreement shall be from September 22, 2021 to June 30, **2023** ~~2022~~ (“**Second Term**”). The Second Term may be amended or extended as an issue to be approved via an RSG vote as per Sections 9 and 10, subject to and only in the event of Enbridge’s express agreement to a proposed amendment or extension.