

Practice Applicable to Automatic Balancing

1. This Practice is subject to the Illinois Extension Pipeline Company LLC (“IEPC”) Crude Petroleum Tariff Rules and Regulations (“Tariff Rules and Regulations”). In the event of any inconsistency, the Tariff Rules and Regulations shall prevail.
2. Capitalized words in this Practice have the same meaning as those words in the Tariff Rules and Regulations unless otherwise specified.
3. Definitions
 - a) “Automatic Balancing Price”: means the price determined for each Crude Type in accordance with section 10 or 11 of this Practice.
 - b) “CAPP”: means the Canadian Association of Petroleum Producers.
 - c) “Crude Types”: has the meaning set out in section 6.
 - d) “Injection”: means the physical introduction of a commodity directly onto IEPC from a tank.
 - e) “SWIFTLINK”: means the secure internet-based system that is used to electronically exchange information with Carrier’s customers known as SWIFTLINK.
 - f) “Over/Short Position”: the Shipper’s volumetric position on IEPC as calculated by the Carrier and reported in the shipper balance over/short position reports (both draft and final – the “Shipper Balance Over/Short Position Reports”).
 - g) “Schedule A”: means the schedule of Crude Types attached to and forming part of this Practice.
 - h) “Schedule B”: means the schedule of Crude Types for which volumetric settlement is applicable; however, price shall be negotiated as set out in section 11 (c).
 - i) “Working Day”: means a day on which the Carrier ordinarily conducts business, generally Monday through Friday except holidays. For greater certainty, Working Day 1 would be the first business day of a month regardless of the actual date.
 - j) “Working Group”: has the meaning set out in section 5.
4. This Practice shall be effective as from December 1, 2015 and shall continue until terminated by Enbridge on 30 days written notice to the Working Group.
5. There shall be an automatic balancing practice working group comprised of one representative each from the Carrier, CAPP and 5 Shippers (“Working Group”). The 5 Shippers represented on the Working Group will be determined from time to time by CAPP.

6. This Practice will apply only to those commodities included in Schedule A (“Crude Types”).

7. Adding or Deleting a Crude Type
 - a) Any new commodity types accepted for transportation by the Carrier on or after December 1, 2015 will be added to Schedule A. Notice will be given to all Shippers of the addition of the new Crude Type in the month immediately prior to the month in which balancing of the new Crude Type will begin.
 - b) For all commodities accepted for transportation by the Carrier after December 1, 2015 the following procedure will apply:
 - i) The Carrier or any Shipper can initiate the addition of commodities to Schedule A by making a written request to the Carrier or to the Working Group or both.
 - ii) When a new commodity is proposed to be added to Schedule A, the proposal will be communicated by the Carrier to all Shippers by way of a notice setting out the review and consultation process as determined by the Working Group to be followed in respect of the proposal.
 - iii) When the Working Group determines that it is appropriate to add a new commodity to Schedule A, notice will be given to all Shippers of the addition of the new Crude Type to Schedule A in the month immediately prior to the month in which balancing of the new Crude Type will begin.
 - c) A request for deletion of a Crude Type from Schedule A must be made in writing to the Carrier or to the Working Group. A Crude Type will only be deleted from Schedule A on approval by the Working Group. Notice will be given to all Shippers of the deletion of a Crude Type in the month immediately prior to the month in which exclusion of that Crude Type from this Practice would take effect.
 - d) For any additions of Crude Types to or deletions of Crude Types from Schedule B, the process described in section 7(b)(i) to 7(b)(iii) shall apply.

Effective December 1, 2015

8. Temporary Suspension of Automatic Balancing Practice

- a) A Shipper may be temporarily excluded from this Practice by the Carrier if the Shipper is required to provide financial assurance to the Carrier pursuant to the Crude Petroleum Tariff Rules and Regulations.
- b) The Working Group may determine other circumstances in which this Practice may be suspended or in which a Shipper may be temporarily excluded from this Practice in accordance with sections 16 and 18.

9. Over/Short Position Balancing Process

- a) For each Crude Type, each Shipper's Over/Short Position will be balanced toward zero (0 BBL) in any month when the Over/Short Position for the Shipper in respect of a Crude Type, expressed as an absolute value, is greater than 0 BBL.
- b) In any month where a Shipper's Over/Short Position in a Crude Type is not balanced for whatever reason, that Over/Short Position in that Crude Type will be carried forward to the next month.
- c) The Shipper's Over/Short Position for a given month will be determined for each Crude Type for which the Shipper had activity on IEPC or a carry forward position. The Shipper's total Over/Short Position for each Crude Type will equal the sum of the Over/Short Position carried forward from previous month, if any, and the change in that Shipper's Over/Short Position for that month resulting from the Shipper's activity in each Crude Type, ("Total Over/Short Position").

e.g. At the end of month 1 Shipper A has an Over/Short Position of -240 BBL for Mixed Blend Sour and an Over/Short Position of +600 BBL for LSB. Shipper A's LSB position will be balanced for month 1 and its MSO position will be carried forward to month 2. In month 2 Shipper A's activity increases the Over/Short Position for MSO for month 2 by +900 BBL. At the end of month 2 Shipper A's MSO Total Over/Short Position of +640 BBL will be balanced.

- d) On a monthly basis a Shipper Over/Short position in any Crude Type that Shipper Positions greater than 0 BBL, expressed as an absolute value, will be settled 100%.

10. Automatic Balancing Price Determination

- a) Each month, every Shipper that ships any of the Crude Types will supply to the Carrier a price sheet setting out a single price at the injection point to the IEPC for each Crude Type shipped by that Shipper in that month. The price will represent the weighted average IEPC stream price for that Shipper for that Crude Type for the month.
- b) Carrier will calculate the Automatic Balancing Price for each Crude Type in the following manner:

Effective December 1, 2015

- i) Round One: for each Crude Type for which a minimum of 5 (five) Shippers have supplied a weighted average price for the month, Carrier will calculate a simple average price using all prices submitted.
 - ii) Where any price supplied for a Crude Type for a month is 5% higher or lower than the simple average calculated on the basis of all prices supplied, and then it will be deemed to be an extreme price and will be excluded from Round Two of the Automatic Balancing Price calculation for each Crude Type.
 - iii) Round Two: For each Crude Type for which at least (three) Shipper provided prices remain, the Carrier will calculate a simple average after excluding any extreme prices as identified in Round One.
 - iv) Any remaining prices that are 2% higher or lower than the Round Two simple average will be excluded from the calculation of a final simple average.
 - v) Round Three: For each Crude Type for which at least 3 (three) Shipper provided prices remain, the Carrier will calculate a simple average after excluding any extreme prices as identified in Round Two.
 - vi) If less than 3 Shipper supplied prices remain going into Round Three, then pricing for the particular Crude Type in question will be dealt with on an exception basis as outlined in section 11.
 - vii) Unless exception pricing applies, the final simple average price for each Crude Type in Schedule A will be the Automatic Balancing Price for that month.
 - viii) Notwithstanding the foregoing, Shippers whose weighted average price falls within the final +/- 2% range will have their positions settled using their own price.
- c) In the event that in any month there is only a single Shipper of a Crude Type, the Carrier will use pricing provided by that Shipper as the Automatic Balancing Price if the Shipper provides written evidence acceptable to the Carrier that the contractual basis for that pricing reflects a fair market value for the Crude Type for the relevant period of time. The Carrier shall keep any such evidence and the information contained therein confidential. If the Shipper chooses to not provide written evidence acceptable to the Carrier in support of the Shipper's pricing then the Exception Pricing process set out in section 11 will apply.
- d) The price determination process described in this section will also be used for the determination of allowance oil pricing and for that reason, Shippers will supply to the Carrier a single price sheet containing pricing for each commodity, including those that are Crude Types, representative of their weighted average IEPC stream pricing for the month.

11. Exception Pricing

- a) For Crude Types for which less than 5 Shippers have provided weighted average prices or for which less than 3 Shipper supplied prices remain after the Second Phase of the Automatic Balancing Price calculation, balancing will be carried out on a Crude Type by Crude Type basis between the involved Shippers and the Carrier based on one of the following:
 - i) In the case where only 1 price submission has been received or remains after the Second Phase of the Automatic Balancing Price calculation, balancing will be carried out on a Crude Type by Crude Type basis between the involved Shipper and the Carrier based on one of the methods in b) below.
 - ii) In the case where only 2 price submissions have been received or remain after the Second Phase of the Automatic Balancing Price calculation, the Carrier shall manually calculate a simple average of the price submissions.
 - (1) If both price submissions fall within a +/- 2% range to the simple average the shipper positions will be settled using their own price.
 - (2) If one or both of the price submissions exceeds a +/- 2% range but falls within a +/- 5% range to the average, the Carrier will request written confirmation from the shipper(s) that their price fairly represents their market average price for the month and, once received, the balance(s) will be settled using the submitted prices.
 - (3) Otherwise balancing will be carried out on a Crude Type by Crude Type basis between the involved Shipper and the Carrier based on one of the methods in b) below.
 - iii) In the case where 3 to 4 price submissions have been received or remain after the Second Phase of the Automatic Balancing Price calculation, the Carrier shall manually calculate a simple average of the price submissions.
 - (1) Any shipper whose price submission falls within a +/- 2% range to the simple average will have their position settled using their own price. Provided that at least 3 of the price submissions fall within a +/- 2% range to the simple average, the 4th shipper will have their balance settled based on the simple average.
 - (2) If any of the price submissions exceeds a +/- 2% range but falls within a +/- 5% range to the average, the carrier will request written confirmation from the shipper(s) that their price fairly represents their market average price for the month and, once received, the balance(s) will be settled using the submitted prices.
 - (3) Otherwise balancing will be carried out on a Crude Type by Crude Type basis between the involved Shipper and the Carrier based on one of the methods in b) below.
- b) For Crude Types for which less than 5 Shippers have provided weighted average prices or for which less than 3 Shipper supplied prices remain after the Second Phase of the Automatic Balancing Price calculation, balancing will be carried out on a Crude Type by Crude Type basis between the involved Shippers and the Carrier based on one of the following:
 - i) a formula agreed upon with involved Shippers;

Effective December 1, 2015

- ii) an agreed upon benchmark to a posted price +/- an agreed upon amount per BBL;
 - iii) a modified average price (for example using pricing from 3 Shippers); or
 - iv) individually negotiated pricing.
- c) For Crude Types included in Schedule B to this Practice, the Automatic Balancing Price shall be individually negotiated between the Shipper and the Carrier and the price shall be determined based on one of the following:
- i) For Crude Types for which at least 3 price submissions have been received the Carrier will manually calculate a simple average. Shippers whose weighted average price falls within a +/- 2% range to the simple average will have their positions settled using their own price.
 - ii) For Crude Types for which only 2 Shippers have provided weighted average prices the Carrier shall manually calculate a simple average. If both price submissions fall within a +/- 2% range to the simple average the shipper positions will be settled using their own price.
 - iii) In all other cases the Carrier will rely on the Producer of the commodity to either confirm the price submissions received from the shippers or provide written approval for the Carrier to use the Producer's price for the commodity.

12. Negotiated Commodity Purchases/Sales

- a) With the agreement of the Carrier, Shippers may choose to negotiate purchases and sales of Crude Types directly with the Carrier prior to month's end with a view to adjusting that Shipper's Over/Short Position in those Crude Types towards zero (0 BBL).
- b) Shippers may initiate negotiations each month any time before final Shipper Balance Over/Short Position Reports are issued.

13. Settlement

- a) Draft Shipper Balance Over/Short Position Reports will be posted to "SWIFTLINK" by Working Day 6/7;
- b) Shippers may bring changes to draft Shipper Balance Over/Short Position Reports to the attention of Enbridge Oil Accounting/Carrier's Inventory/Supply Control up until the Shipper Balance Over/Short Position Reports are finalized and invoices issued;
- c) Settlement for Automatic Balancing based on final Shipper Balance Over/Short Position Reports will take place on the 20th day of the month following that being balanced.

e.g. Settlement for Automatic Balancing based on final Shipper Balance Over/Short Position Reports for the month of September will take place on the 20th of October.

14. Annual Third Party Review

- a) The Carrier will arrange for an annual, independent third party review of this Practice generally and the Automatic Balancing Price determinations specifically. The reviewer will be subject to a Confidentiality Agreement specifically relating to Shipper pricing information and will be commissioned to provide a written report that will be distributed to all Shippers involved in this Practice for the review year.
- b) No information that is specific to a Shipper shall be included in the third party's written report.
- c) Copies of the third party's report will also be provided to the Working Group.
- d) The cost of the annual third party review will be shared 50/50 between the Carrier and all Shippers.

15. The Carrier will keep all pricing provided by Shippers strictly confidential. Similarly, calculated averages will not be published or provided to Shippers other than in circumstances as specifically set out above.

16. Working Group Review

- a) As needed, the Working Group will review the Practice with a view to ensuring that the anticipated goal of reducing inventory balance exposure for the Carrier and Shippers is being achieved fairly, efficiently and effectively.
- b) Continuation of the Practice with or without amendments will be considered as part of the Working Group review.

17. During the term of the Practice, a Shipper, the Carrier or CAPP may raise specific concerns with the Practice. These concerns will be handled in accordance with the resolution process adopted by the Working Group, which is set out in Schedule C.

18. During the term of the Practice, the Working Group may make recommendations for amendments to the Practice in response to concerns raised pursuant to section 17 or on its own initiative. In addition, the Working Group may recommend suspension or discontinuation of the Practice. Amendments, suspension or discontinuation of the Practice will become effective on the date that will be specified in a letter to all Shippers giving notice of the amendments, suspension or discontinuation of the Practice.