

Enbridge Mainline GP Inc. on behalf of
Enbridge Canadian Mainline LP
Representative Stakeholder Group Agreement
December 14, 2023

Capitalized terms not otherwise defined in this Agreement shall have the meaning set out in the MTS.

1. Mandate

The Enbridge Mainline GP Inc. on behalf of Enbridge Canadian Mainline LP (“Enbridge”) Representative Stakeholder Group (“RSG”) has been established pursuant to Part VIII of the Mainline Toll Settlement (“MTS”) to provide a collaborative forum to exchange information, and to raise, debate and resolve commercial issues related to: (i) the Enbridge Mainline, including, without limitation, matters related to the MTS (including CLT, IJT, Canadian Mainline tankage and terminalling tolls), (ii) Mainline system capabilities and throughput, (iii) Line 5 (including the Relocation and Tunnel Project), and (iv) regulatory updates. The RSG will provide a collaborative environment to attempt to reach solutions, which is recognized as being superior to litigation.

The RSG is one of a number of forums that will be utilized by Enbridge in dealings with Interested Parties. The RSG process does not preclude communication between Enbridge and individual Shippers or other stakeholders or amongst Members (as defined below) of the RSG in the normal course of business including, but not limited, to Enbridge Mainline Shipper and Enbridge Business Forum meetings and the Enbridge Committee of the Canadian Association of Petroleum Producers (“CAPP”).

2. Competition and Anti-Trust

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 each RSG meeting. Enbridge, Members and Observers recognize that the RSG should not be a forum for the discussion of issues that relate to competitively sensitive information, for example, prices of shippers’ products and individual shipper information. Accordingly, no such issues will be placed on the agenda or adopted, nor will such issues be discussed at RSG meetings.

3. Terms of Membership

The RSG shall be comprised of representatives of Enbridge and each Interested Party. “Interested Party” means (i) an Enbridge Mainline shipper of record, who shipped within the previous

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calendar year (represented by a company), a refiner (represented by a company) which used 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; (ii) CAPP or other industry associations representing shippers, refiners or producers; and (iii) representatives of the governments of Canadian producing provinces. The Interested Parties which participate on the RSG will be categorized as either Members or Observers.

A. Notice

Enbridge will post this Representative Stakeholder Group Agreement and the schedule of RSG meetings for the then current calendar year, prior to the commencement of such current calendar year, on Enbridge's website at <https://www.enbridge.com/projects-and-infrastructure/for-shippers/tariffs>.

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 of the RSG. If the Secretary determines that the applicant qualifies as an Interested Party in accordance with the definition above, the Secretary will inform the applicant and verify that this Representative Stakeholder Group Agreement has been signed both by the applicant and by Enbridge prior to joining the RSG, and whether the applicant has been designated as a Member or Observer. Any Interested Parties under the Amended Representative Shipper Group Revised Agreement dated May 25, 2023, will retain their status as either Members or Observers upon this Agreement becoming effective, subject to the qualifications set out herein.

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.

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

C. Members

Members of the RSG 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 designated as a Member, and any other Affiliates may be designated as 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.

An Interested Party who no longer wishes to participate or who no longer qualifies as a Member in the RSG, or who wishes to be designated as an Observer, or who merges with or are sold to other companies, shall notify the Secretary in writing. In the case that a Member is merged with or sold to another company, the Member shall provide written notice of same to the Secretary as soon as is reasonably possible following the close of the merger or sale transaction.

Unless and until otherwise replaced by a vote of the RSG, CAPP shall act as the designated member (“Designated Member”) for the purposes of this agreement.

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.

An Interested Party who no longer wishes to participate or who no longer qualifies as an

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Observer in the RSG, or who wishes to be a Member, or who merges with or are sold to other companies, shall notify the Secretary in writing. In the case that an Observer is merged with or sold to another company, the Observer shall provide written notice of same to the Secretary as soon as is reasonably possible following the close of the merger or sale transaction.

E. Representatives

“**Representative**” is the individual designated by Enbridge, a Member or an Observer, as applicable, to participate in the RSG. Representatives will have been given the authority to represent their company or organization at the RSG. Representatives will be individuals with relevant knowledge and expertise who are versed in business matters related to the Enbridge Mainline. Enbridge, and each Member and Observer 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 provide 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 list of the RSG Representatives and alternate Representatives (the “RSG Roster”). The Secretary will communicate any changes of Members and Observers in the RSG Roster to the Representatives of the RSG within one (1) business day.

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

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“without prejudice”⁶ basis.

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 and advisors, 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 and has agreed to be bound by obligations of confidentiality substantially similar to the confidentiality obligations herein. For greater certainty, if either Enbridge, or any Interested Parties have Affiliates that compete with Enbridge who wish to participate in the RSG, either Enbridge or the Interested Party, as applicable, must ensure that sufficient internal processes are in place to ensure that Confidential Information will not be shared with the competing Affiliate. Enbridge may, at any time, request of an Interested Party with an Affiliate that competes with Enbridge, and an Interested Party may, at any time, request of Enbridge if it has a competing Affiliate, a description of the internal processes that such Interested Party, or Enbridge, as applicable, has put in place to ensure that Confidential Information will not be shared with the competing Affiliate. If Enbridge, or the Interested Party, as the case may be, identifies any deficiencies in such processes, acting reasonably, and such deficiencies are not remedied within thirty (30) days of identifying such deficiencies, then Enbridge reserves the right to revoke Interested Party status from that entity and any Affiliates, and shall revoke Interested Party status from its own competing Affiliates, until such deficiency is remedied to the reasonable satisfaction of the RSG.

The documents, communications or information relating to the discussion and negotiation of issues at the RSG shall not be filed, referred to or otherwise used in any hearing or other proceeding before the CER, FERC, any other regulatory tribunal or administrative body or court, or otherwise made public, without the prior consent of the disclosing party, except to the extent required to comply with a compulsory directive or order of such regulatory tribunal or

⁶ *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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administrative body or court. 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 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, provided, however, that the disclosing party must seek confidential treatment of such document by the compelling court, regulatory tribunal, or other governmental body.

Notwithstanding anything in this Section, in the event of a dispute at the CER, FERC, or 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 privileged information shall apply regardless of whether the party signing this agreement is Enbridge, a Member, an Observer or is no longer a Member or Observer, and shall survive the termination of this agreement. The obligations set forth in this Section 4 with respect to Confidential Information shall apply regardless of whether the party signing this agreement is Enbridge, a Member, an Observer or is no longer a Member or Observer, and shall continue to apply for thirty-six months after the termination of this agreement.

5. Meetings

The RSG will meet not less frequently than 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 to the Representatives and

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alternate Representatives on the RSG Roster, along with all other meeting materials, at least two full business days in advance of the proposed meeting date. It is recognized that, if Members' Representatives are to take positions on issues during RSG meetings, the Representatives may need to distribute relevant RSG documents, including the agenda and any relevant documents on the issues to be considered at the meeting, within their own organizations to those individuals, consultants and advisors who have a need to have that information and to conduct internal meetings in advance of the RSG meeting. To this end, unless otherwise agreed to between Enbridge and the Designated Member, Enbridge shall distribute an agenda and any relevant documents on the issues to be considered at the meeting, in electronic format, to all Representatives and Alternative Representatives at least two weeks prior to an RSG meeting, or will postpone a scheduled meeting to allow for such two week advanced time for distribution of the agenda and relevant documents. The agenda will clearly 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 of the RSG.

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 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-committees.

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A. Process for Adoption of Issues

Any Member or Enbridge may propose new issues for discussion at the RSG.

A Member 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. Unless otherwise agreed by Enbridge and the Designated Member 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.

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

B. Adopted Issue

Upon adoption of an issue by the 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 to be addressed or (c) if the issue has a broader impact that the RSG cannot consider on its own, referred to a separate process to be addressed. 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

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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 (i) with the support of the majority of Members in attendance, an issue is presented at a RSG meeting without having been previously identified as an item in the agenda or (ii) the Secretary polls Members, and a majority of the Members polled 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.

7. Informational Items

The RSG may be used as a means to facilitate the distribution of pertinent information to RSG participants ("**Informational Item**").

8. RSG Sub-Committees

An issue referred to a sub-committee of the RSG will be dealt with in a timely manner. To this end, all Member representatives assigned to an RSG sub-committee shall have the requisite expertise relevant to the issue. 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.

Within sixty (60) days following the approval of the MTS Agreement by the CER, the RSG will form an MTS Management Sub-committee and a Line 5 Projects Sub-committee as per Article 28.1 and Article 28.2 of the MTS.

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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 any modifications or amendments to permits, authorizations or agreements required to implement the proposal. Members may provide comments on the wording of the issue resolution sheet no less than two weeks prior to the 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.

B. Quorum for Voting

A vote shall only be taken if 50% of Members or 16 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 or Designated Member in advance of the meeting to arrange for participation in the discussion of the issue(s) and voting by means of a video or 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, the

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Chairperson, and the Designated Member 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

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

Following a vote on a proposed issue resolution, 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 or any Member may solely disclose whether the filing is supported by an “Approved” vote of the RSG Members or was not supported by a “Not Approved” vote of the RSG Members and if so disclosed, Enbridge or any Member, with the consent of Enbridge, not to be unreasonably withheld, may also file the final issue resolution sheet if it elects to do so. Enbridge shall, 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 a proposed issue resolution, a Member’s vote regarding the proposed issue resolution shall be “without prejudice” and 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.

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Notwithstanding the results of any vote on a proposed issue resolution, Enbridge, or any Member or Observer may, in its sole discretion, 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 RSG 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 RSG meeting, or may seek changes orally at the next RSG 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 at the RSG meeting 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.

12. Member Only Meetings

RSG Members may act on their own by calling RSG “Member Only” meetings which do not include the Representative from Enbridge or any of its Affiliates.

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

Any Member may request a “Members Only” meeting by sending a note to the Designated Member who will then call a “Members Only” meeting to discuss the relevant issue. When a vote is to take place concerning an issue, the notice sent to all 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.

Members may draft the final issue resolution sheet and vote on the proposed resolution. Any

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such vote shall be subject to the voting rules in Sections 9 and 10 of this Agreement, mutatis mutandis. 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 whether or not the resolution was “Approved” (without any obligation to identify the number or percentage of votes cast or to attribute a vote to a particular Member) 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 with respect to the above-referenced Sections to any agenda when requested by either the Designated Member or one of the Co-Chairs.

Any vote for replacing the Designated Member and selecting Co-Chairs shall be subject to the voting rules in Sections 9 and 10 of this Agreement. The Members will reconsider the designation of the Designated Member and selection of the Co-Chairs annually and will also immediately replace any vacancy in the Designated Member or Co-Chairs. To prevent a gap, until a vacancy in Designated Member is filled, CAPP will serve as Designated Member.

13. Filing

Enbridge shall file this Agreement with the CER as a schedule to the MTS.

14. Term

The term of this Representative Stakeholder Group Agreement shall match the Term of the MTS.

15. Authorization

The undersigned company, partnership or other business entity is a Member or Observer of the Enbridge Mainline RSG. The Member or Observer hereby agrees to abide by the terms of this Agreement at all times and acknowledges that failure to do so may result in being precluded from further participation in the RSG, if such failure is repeated, significant or willful.

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Executed this _____ day of _____, 20 _____.

_____ Member _____ Observer

Company/Organization:

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Name: _____

Name: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____