FERC No. 1.0.0

WRANGLER PIPELINE, L.L.C.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF PETROLEUM BY PIPELINE

GENERAL APPLICATION

The Rules and Regulations published herein apply only under Tariffs which make specific reference by FERC number to this Tariff; such reference will include successive issues hereof.

Filed in compliance with 18 C.F.R. 341.3 (Form of tariff).

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: July 31, 2026 **EFFECTIVE: September 1, 2026**

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RULES AND REGULATIONS

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms, when used in these Rules and Regulations, in any Contract and in any Petroleum rate schedule into which these Rules and Regulations are incorporated, shall be construed to have the following meanings:

1.1 **"Affiliate"** means any Person:

(a) that controls a Party;

(b) that is controlled by a Party; or,

(c) that is controlled by the same Person that controls a Party; it being understood and agreed that for purposes of this definition the terms "controls" and "controlled by" shall mean the power to direct or cause the direction of the management and policies of another Person whether through the ownership of shares, a contract, trust arrangement or any other means, either directly or indirectly, that results in control in fact and without restricting the generality of the foregoing includes, with respect to the control of or by a corporation, the ownership of shares carrying not less than 50% of the voting rights regardless of whether such ownership occurs directly or indirectly, as contemplated above.

1.2 **"API"** means American Petroleum Institute.

1.3 **"ASTM"** means American Society for Testing and Materials.

1.4 **"Business Day"** means any Day that the financial institutions designated by the Carrier for payment pursuant to Rule 8 herein, conducts business.

1.5 **"Carrier"** means Wrangler Pipeline, L.L.C.

1.6 **"Commencement Date"** means the earlier of:

(a) the date upon which Petroleum is first Tendered to the Carrier and the Carrier authorizes transportation service, or

(b) ten (10) Days following the Carrier's issuance of written notice to the Committed Shipper that transportation service is available.

1.7 **"Committed Rate"** means the rate charged to a Committed Shipper pursuant to a Contract and the Carrier's Tariff.

1.8 **"Committed Shipper"** means a Shipper that is a Party to a Contract.

1.9 **"Committed Volume"** means the volume of Petroleum specified by a Committed Shipper in Appendix A of a Contract.

1.10 **"Contract"** means a Transportation Service Agreement executed by the Carrier and a Committed Shipper.

1.11 **"Contract Year"** means a period of 12 consecutive Months beginning on the Commencement Date or Initial Date.

1.12 **"Cubic Meter" (m^3)** means the volume of Petroleum which occupies one cubic meter when such Petroleum is at a temperature of 15ºC (59ºF) and at a pressure of 101.325 kiloPascals and equals 264.1721 United States gallons and 6.2898108 barrels, under the same conditions.

1.13 **"Day"** means a period of 24 consecutive hours, beginning and ending at 7:00 a.m. Mountain Time. The reference date for any Day shall be the calendar date upon which the 24-hour period shall commence.

1.14 **"Delivery Point(s)"** means the outlet meter at one or more of the locations on the Carrier's system as designated by the Shipper to the Carrier from time to time as the destination for the Petroleum to be shipped hereunder.

1.15 **"Deliver"** and any derivative thereof, means delivered by the Carrier to the Shipper at the Delivery Point.

1.16 **"FERC"** means the Federal Energy Regulatory Commission or any regulatory or government authority hereafter having a similar jurisdiction in substitution therefore.

1.17 **"Gross Standard Volume"** means the volume of Petroleum measured in Cubic Meters in accordance with standards established by ASTM.

1.18 **"Initial Date"** means the wording or date stipulated in a Committed Shipper's Contract.

1.19 **"kilopascal" (kPa)** is equivalent to 0.1450377 pounds per square inch (psi).

1.20 **"Month"** means the period beginning at the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.

1.21 **"Monthly Nomination Date"** means no later than 7:00 a.m. Mountain Time on the dates set forth in the "Nominations Dates" section of the Carrier's customer portal.

1.22 **"Monthly Volume"** means the product of Contract Volume and the number of Days in that Month.

1.23 **"Net Standard Volume"** means the Gross Standard Volume minus the basic sediment, water component and other impurities.

1.24 **"Nomination"** and any derivative thereof, means the volume of Petroleum to be specified in the Monthly Notice of Shipment as described in Rule 6.1 of the Rules and Regulations.

1.25 **"Non-performance Penalty"** means the charge and cost referred to in Rule 8.7.

1.26 **"Notice of Shipment"** means the form prescribed by the Carrier to be used by the Shipper in notifying the Carrier of proposed Tenders, as such form may be amended from time to time.

1.27 **"Oil"** as used in Rule 1.30 means condensate, bitumen blend or crude oil, or a constituent bitumen blend, condensate or crude oil that is recovered in processing that is liquid at the conditions under which its volume is measured or estimated.

1.28 **"Parties"** means the Carrier and the Shipper(s) collectively, and "Party" means any one of them.

1.29 **"Person"** means a natural person, firm, trust, partnership, corporation, government or governmental agency.

1.30 **"Petroleum"** means the direct liquid product of Oil wells, Oil processing plants, Oil sands, or a mixture of such products, but does not include natural gas or natural gas liquids.

1.31 **"Receipt Point(s)"** means the Carrier's system at Casper and Guernsey, Wyoming, or elsewhere as Carrier's Tariff may designate.

1.32 **"Retention Stock"** means the working bottoms, working stock, station fill and line-fill required by the Carrier and assigned to the Shippers quarterly.

1.33 **"Shipper"** means a Person, including a Committed Shipper, for whom transportation services are provided under the terms of this Tariff.

1.34 **"Tariff"** means the terms and conditions contained in these Rules and Regulations or other Tariffs, including a Petroleum Rates Tariff, filed at the FERC by the Carrier, and successors thereof.

1.35 **"Tender"** and any derivative thereof, means the receipt by the Carrier from a Shipper at a Receipt Point of a stated quantity and type of Petroleum for transportation from a Receipt Point to a Delivery Point hereunder

1.36 **"Uncommitted Rate"** means the tariff rate payable pursuant to the rate tariff for services relating to volumes that are not Committed Volumes or Make-up Volumes.

1.37 **"Uncommitted Volume"** means the volume of Petroleum nominated in a Month to the Carrier for transportation on the Wrangler Pipeline: (i) from a Shipper that is not a Committed Shipper; and (ii) from a Committed Shipper that exceeds such Committed Shipper's Monthly Volume and such Committed Shipper's available Make-up Volumes.

1.38 **"Wrangler Pipeline"** means the Carrier's pipeline system, including any leased capacity, for the transportation of Petroleum from Casper and Guernsey, Wyoming to Wood River, Illinois and Cushing, Oklahoma.

1.39 **"Year"** means a period of 365 consecutive Days; provided however, that any such year which contains a date of February 29 shall consist of 366 consecutive Days.

2. COMMODITY

2.1 The Tariff covers the transportation of Petroleum by the Carrier, and no commodity other than Petroleum will be transported under the Tariff.

3. ORIGIN AND DESTINATION

3.1 **Acceptance and Delivery.** Petroleum will be accepted for transportation only when Tendered pursuant to Rule 6 at Receipt Points and Nominated for Delivery to the Shipper or a consignee at one or more Delivery Points.

3.2 **Delivery Facilities.** Petroleum will be accepted for transportation only when the Shipper has provided or made arrangements for the necessary facilities and/or transportation service satisfactory to the Carrier at the named Delivery Point for handling the Petroleum at the rate of flow at which the Carrier is then operating its system at such Delivery Point.

4. QUALITY

4.1 Specifications as to Quality. A Shipper shall not deliver to the Carrier and the Carrier shall not be obligated to accept Petroleum that, as determined by the Carrier, has on receipt:

(a) a vapor pressure in excess of eighty-five kiloPascals (85 kPa) for Light and Medium Petroleum during the period from May 1st to October 31st of the year, or a vapor pressure in excess of ninety-five kiloPascals (95 kPa) for Light and Medium Petroleum during the period from November 1st through April 30th of the year; or a vapor pressure in excess of seventy kiloPascals (70 kPa) for Heavy Petroleum and Super-Heavy Petroleum received during the period from May 1st through November 30th of the year, or a vapor pressure in excess of seventy-six kiloPascals (76 kPa) for Heavy Petroleum and Super-Heavy Petroleum received during the period from December 1st through April 30th of the year;

(b) sediment, water and other impurities, in excess of one-half of one percent (0.5%) of volume as determined by the centrifuge method in accordance with ASTM D96/API 2542 standards or by any other tests as may be established by the Carrier;

(c) at a Receipt Point a temperature greater than thirty-eight degrees Celsius (38ºC);

(d) at a Receipt Point a density in excess of nine hundred and forty kilograms per Cubic Meter (940 kg/m^3);

(e) a kinematic viscosity in excess of three hundred and fifty (350) square millimeters per second (mm^2/s) determined at the Carrier's reference line temperature;

(f) any organic chlorides, sulphurs or other compounds with physical or chemical characteristics that may render such Petroleum not readily transportable by the Carrier or that may materially affect the quality of other commodities transported by the Carrier or that may otherwise cause disadvantage to the Carrier;

(g) vapor pressure limits that exceed the allowable limits established in the Carrier's environmental permits governing those facilities (such determination varies by facility and will be confirmed by the Carrier upon request).

4.2 Specification Guidelines. Notwithstanding Rule 4.1 or any other provision to the contrary expressed or implied herein, the Carrier shall have the right to make any reasonable change to the specifications under Rule 4.1, from time to time, to ensure measurement accuracy and to protect the Carrier, personnel, capacity and equipment by issuing revised specifications.

4.3 A Shipper shall, as required by the Carrier, provide to the Carrier a certificate with respect to the specifications of Petroleum to be received by the Carrier from such Shipper. If a Shipper fails to provide the Carrier with such certificate, then the Carrier shall not be obligated to accept the Shipper's Petroleum.

4.4 Failure to Conform to Specifications. If the Carrier determines that a Shipper does not comply with the provisions of Rule 4.1 of this Tariff, then such Shipper shall remove its Petroleum from the facilities of the Carrier as directed by the Carrier.

4.5 Failure to Remove Objectionable Matter. If a Shipper fails to remove its Petroleum from the facilities of the Carrier as directed by the Carrier, then the Carrier shall have the right to remove and sell such Petroleum in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any party lawfully entitled to such proceeds.

5. SEGREGATION AND CHANGES IN QUALITY

5.1 Delivery of Types of Petroleum. The Carrier shall endeavor to Deliver substantially the same type and quality of Petroleum as that received from the Shipper; however, the Carrier shall not be obligated to make Delivery of the identical Petroleum received by the Carrier.

5.2 Alterations of Specifications. Petroleum Tendered for transportation will be received by the Carrier only on the condition that it shall be subject to such changes in density or quality while in transit as may result from the transportation thereof, or the mixture of said Petroleum with other Petroleum in the Carrier's system. The Carrier shall not be liable for any consequential loss or damage resulting from an alteration in density or other quality of Petroleum transported by the Carrier.

5.3 **Segregated Movement.** Notwithstanding the provisions of Rule 5.2 hereof, if the Petroleum Tendered is of a type or quality not being currently transported through the Carrier's system, but subject to such Petroleum meeting the standards set out in Rule 4 of these Rules and Regulations, the Carrier may, as operating conditions permit, at the request of the Shipper, attempt to make Delivery of substantially the same type and quality of Petroleum at the Delivery Point.

6. TENDERS AND QUANTITIES

6.1 **Monthly Nominations.** On or before the Carrier's scheduled Monthly Nomination date, the Shipper shall provide the Carrier with a Monthly Nomination on the prescribed Notice of Shipment showing the volume of Petroleum to be shipped for the following Month, the Receipt Point, the Delivery Point and type(s) of Petroleum. If a Shipper fails to Nominate any volumes, the Shipper's Nomination will be deemed to be zero. When the Shipper's Tenders have been curtailed pursuant to Rule 19.1, the Shipper shall be deemed to have submitted a Monthly Nomination equal to its Monthly Volume reduced proportionately by the level of curtailment. The Shipper shall, upon notice from the Carrier, also provide written third party verification of the availability of its supply of Petroleum and of its capability to remove such Petroleum from the Delivery Point(s) as may be required by the Carrier in support of such Shipper's Nomination. The Carrier shall not be obligated to accept the Shipper's Nomination where such verification is, in the sole discretion of the Carrier, unacceptable to the Carrier.

6.2 **Tenders.** A Shipper desiring to Tender Petroleum for transportation shall make such Tender in accordance with the Carrier's established Tender process. If the Shipper is unable to remove from the Delivery Point(s) the volume of Petroleum to be Tendered, the Carrier may reduce the amount of Petroleum accepted from the Shipper for transportation to the amount which the Shipper has verified it will be able to remove from the Delivery Point(s).

6.3 **Batch Size.** A Tender will be accepted only when the total quantity covered thereby will be delivered to the Carrier at a Receipt Point for transportation within said Month at a daily rate, or in quantities and at times to be specified or accepted by the Carrier. Except as hereunder provided, the Carrier will not accept a batch size of less than eight thousand cubic meters (8,000 m^3). The Carrier may take delivery of Petroleum in batches of less than eight thousand cubic meters (8,000 m^3) when operating circumstances permit and space is available. However, in no event will the Carrier undertake to make a single batch Delivery of less than four thousand cubic meters (4,000 m^3). A single batch Delivery is a Delivery in one continuous operation into a single facility to which the Carrier's system is connected.

6.4 **Late Nominations.** If space is available and operating conditions permit, the Carrier may, at its discretion, accept Nominations, or revised Nominations after the Carrier's Monthly Nomination Date.

6.5 **Retention Stock.** The Shipper shall supply its proportionate share of Retention Stock by types and volumes as determined from time to time by the Carrier.

6.6 **Committed Shipper Make-Up Rights.** Committed Shippers who fail to meet their Monthly Volume requirements in a month will be subject to uniform provisions for Committed Shippers with respect to their ability to make up those volumes in subsequent months and their corresponding payment obligations all as set forth in the Contract. The make-up volumes shall be Nominated and ranked equally with all volumes Nominated by the Shippers for the purpose of allocating available system capacity pursuant to Rule 13.

6.7 **Uncommitted Volumes.** Each Shipper that nominates Uncommitted Volume shall, in each Month, Tender to the Carrier a volume of Petroleum equal to its Nomination of Uncommitted Volume for that Month. Such Shipper shall pay to the Carrier an amount equal to the product of the uncommitted rate contained in the Tariff and a volume equal to the greater of:

(a) the Uncommitted Volume Tendered, or

(b) ninety-five percent (95%) of the Shipper's Nomination of Uncommitted Volume, as allocated pursuant to the rules and regulations of Wrangler Pipeline, L.L.C.

6.8 **Uniform Tenders.** Each Shipper shall endeavor to Tender Petroleum to the Carrier in equal daily quantities over each Month to make up its Nominated monthly volume commitment and having such Petroleum specifications as will reasonably be compatible with the Carrier's operation of its system.

6.9 **Flow Rates and Volumes.** The Carrier will normally take full stream receipts at Receipt Points and will make full stream Deliveries of Petroleum at Delivery Points at flow rates and volumes compatible with the Carrier's system operations.

7. APPLICATION OF RATES

7.1 **Effective Rates.** Petroleum accepted for transportation shall be subject to the rates in effect on the date of receipt of such Petroleum by the Carrier, irrespective of the date of Nominations.

7.2 **Allowance Oil.** The Carrier shall deduct, as allowance oil, a defined percent of the volume of Crude Petroleum delivered to the Shipper to cover losses inherent in the transportation of Crude Petroleum by pipeline. The applicable percentages can be found in the Table of Loss Allowance Percentages, which is located on the Carrier's website at https://www.enbridge.com/Projects-and-Infrastructure/For-Shippers/Tariffs/Wrangler-Pipeline-LLC-Wrangler-Tariffs.aspx.

8. PAYMENT OF TARIFF CHARGES AND LIEN FOR UNPAID CHARGES

8.1 A Shipper shall pay all charges and costs as provided for in this Tariff or otherwise lawfully due to the Carrier relating to the transportation (and all services and procedures related thereto) of the Shipper's Crude Petroleum by the Carrier. The Shipper shall pay such charges and costs upon receipt of the Carrier's invoice respecting such charges and costs. If required by the Carrier, the Shipper shall pay such charges and costs before delivery, or before acceptance of a transfer, of the Shipper's Crude Petroleum by the Carrier.

8.2 The Carrier shall have a lien on all of Shipper's Crude Petroleum that is in the custody of the Carrier to secure the payment of all charges and costs as provided for or referenced in this tariff due to the Carrier relating to the transportation (and all services and procedures related thereto) or storage of the Shipper's Crude Petroleum by the Carrier. The Carrier may withhold the Shipper's Crude Petroleum from delivery and exercise any other rights and remedies provided at law or by contract, until all such charges and costs have been paid.

8.3 If charges for the transportation (or services and procedures related thereto) of a Shipper's Petroleum remain unpaid for five (5) Business Days after notice of demand for payment of such charges is made to such Shipper by the Carrier, then in addition to the Carrier's right to enforce the Financial Assurances in Rule 19 (including exercising and enforcing its rights and remedies under any guaranty and calling on any letter of credit), the Carrier shall have the right to (i) assess a late charge at an annual interest rate equivalent to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A. of New York, New York (the maximum on ninety (90) Day loans to substantial and responsible commercial borrowers or any lesser maximum interest rate permitted under applicable law) as of the due date; provided that Shipper may withhold payment of disputed amounts subject to: (1) the incurrence of carrying charges thereon as specified above; and (2) Carrier's right to demand reasonable surety for such payment, (ii) remove and sell any or all of such Shipper's Crude Petroleum that is in the possession of the Carrier in such lawful manner as deemed appropriate by the Carrier, and/or (iii) suspend the provision of services to Shipper.

8.4 The Carrier shall pay from the proceeds of any sale pursuant to Rule 8.3(2) all charges and costs accruing or due relating to the transportation (and all services and procedures related thereto) of such Shipper's Crude Petroleum by the Carrier and all costs incurred by the Carrier with respect to the storage, removal and sale of such Shipper's Crude Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

8.5 Carrier may require that all payments to Carrier for services pertaining to the transportation of Crude Petroleum be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper.

8.6 When required the Carrier shall, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Crude Petroleum on behalf of the Carrier for the purpose of enforcing the lien described in this Rule.

8.7 The Non-Performance Penalty will be applied to the shortfall in receipts of each Shipper's Accepted Nominations. The Non-Performance Penalty shall be the posted tariff rate.

8.8 **Committed Shipper Nominations.** In the event that the Committed Shipper fails to Nominate and/or Tender a volume of Petroleum equal to the Monthly Volume, it shall nonetheless pay to the Carrier the minimum payment obligation as determined in accordance with the provisions of the Contract.

9. DELIVERY AND ACCEPTANCE

9.1 The Carrier will transport Petroleum with reasonable diligence and dispatch and the Shipper shall accept and remove its shipment from the facilities of the Carrier upon Delivery of the Petroleum.

9.2 If the Shipper fails to remove its Petroleum from the facilities or custody of the Carrier upon the Carrier's Delivery, then the Carrier shall have the right to remove and sell such Petroleum in such lawful manner as deemed appropriate by the Carrier. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

10. LIABILITY OF SHIPPER

10.1 If the Petroleum is not removed from the Carrier's facilities upon Delivery and a disruption of the Carrier's operations results, the Shipper shall be solely responsible for all costs or losses to the Carrier associated with such disruption, including loss of revenue resulting therefrom, unless the non-removal of such Petroleum is due to the direct negligence of the Carrier.

10.2 The Shipper shall indemnify the Carrier for any damage, loss, costs or consequential loss incurred by the Carrier or any other party as a result of such Shipper's failure to comply with any provision of the Tariff, unless the Shipper's failure to comply is due to the direct negligence of the Carrier.

10.3 The Shipper shall pay or cause to be paid any and all taxes, duties, charges, levies or any other assessments made or imposed by any government or regulatory authority having jurisdiction with respect to the Petroleum to be transported by the Carrier and shall indemnify and save harmless the Carrier from any such taxes, duties, charges, levies or assessments so made or imposed.

10.4 **Default and Termination.** Subject to the provisions of Rule 12 hereunder, if the Carrier or the Committed Shipper ("**Contracting Party**") shall fail to perform any of the covenants or obligations imposed upon it under the Tariff, then in addition to any other remedies the Contracting Party may have under the Tariff at equity or at law, the other Contracting Party may, at its option, terminate its Contract by proceeding as follows: the Contracting Party not in default shall cause a written notice to be served on the Party in default stating specifically the default under the Contract, and declaring it to be the intention of the Contracting Party giving the notice to terminate such Contract; thereupon the Contracting Party in default shall have ten (10) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the default notice and if within the said ten (10) Day period the Contracting Party in default does so remove and remedy said cause or causes and fully indemnifies the Contracting Party not in default for any and all consequences of such default, then such default notice shall be withdrawn and the Contract shall continue in full force and effect. In the event that the Contracting Party in default does not so remedy and remove the cause or causes or does not indemnify the Contracting Party giving the default notice for any and all consequences of such default within the said period of ten (10) Days, then, at the option of the Contracting Party giving such default notice, the Contract shall terminate. Any termination of the Contract pursuant to the provisions of this Rule shall be without prejudice to the right of the Carrier to collect any amounts then due to it for transportation service provided prior to date of the termination and shall be without prejudice to the right of the Committed Shipper to receive any Petroleum which has not been received but the transportation charges of which have been paid prior to the date of termination, and without waiver of any other remedy to which the Contracting Party not in default may be entitled for breaches of the Contract.

10.5 **Non Waiver and Future Default.** No waiver by the Carrier or the Committed Shipper of any one or more defaults by the other in the performance of any provisions of the Tariff and Contract shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different character.

11. LIABILITY OF CARRIER

11.1 Except where caused by the direct negligence of the Carrier, the Carrier shall not be liable to a Shipper for any delays, damages, or losses experienced as a result of the Carrier’s transportation (and all services and procedures related thereto), commingling, or intermixing of such Crude Petroleum in the facilities of the Carrier. Notwithstanding anything to the contrary contained in this tariff, unless caused by the gross negligence or willful misconduct of the Carrier, the Carrier’s liability, if any, shall not extend to any indirect, consequential, incidental, or punitive damages, or to any loss of profits or revenues incurred by such Shipper that may result from the transportation (and all services and procedures related thereto), commingling or intermixing of Crude Petroleum with other Petroleum under this tariff, regardless of whether such claim arises under or results from contract, tort, or strict liability. In no event shall this tariff create any liability for damages on behalf of any third party (whether or not affiliated with the Shipper).

11.2 If damage or loss to Petroleum results from any cause other than the direct negligence of the Carrier while the Carrier is in possession or control of such Petroleum, then the Carrier may apportion the cost of such damage or loss on a pro rata basis among all Shippers. Each Shipper's share of such cost shall be determined by the Carrier based on the proportion of the volume of the Shipper's Crude Petroleum in the possession of the Carrier on the date of such loss to the total volume of Petroleum in the possession of the Carrier on the date of such loss. Carrier shall be obligated to deliver only that portion of the Crude Petroleum remaining after such deduction.

12. FORCE MAJEURE

12.1 If either the Carrier or the Shipper fails to perform any obligations under the Tariff and/or Contract due to an event of Force Majeure, then such failure shall be deemed not to be a breach of such obligations.

12.2 The term "**Force Majeure**", as employed herein and for all purposes relating hereto, shall mean any act of God, war, civil insurrection or disobedience, acts of public enemy, strikes, lockouts or other industrial disturbances, accidents, blockades, riots, epidemics, landslides, lightning, earthquakes, explosions, fires, floods, civil disturbances, the act, regulation, order, direction or requisition of any governmental or other authority having jurisdiction, or other cause whether of the kind enumerated or otherwise which is beyond the control of the applicable Party and which by the exercise of due diligence such Party is unable to prevent or overcome.

12.3 Notwithstanding Rules 12.1, and 12.2, the following shall not be events of Force Majeure:

(a) insufficiency of the Shipper's Petroleum supplies; or

(b) lack of funds.

12.4 A Party that fails to perform any obligations under the Tariff where such failure is caused by an event of Force Majeure shall promptly remedy the cause of the Force Majeure insofar as it is reasonably able to do so, provided that the terms of the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of the Party claiming suspension of its obligations hereunder by reason thereof.

12.5 Notwithstanding the above provisions, no event of Force Majeure shall:

(a) relieve any Party from any obligation or obligations pursuant to the Tariff unless such Party gives notice with reasonable promptness of such event to the other Party; or

(b) relieve any Party from any obligation or obligations after the expiration of a reasonable period of time within which, by the use of its due diligence, such Party could have remedied or overcome the consequences of such event of Force Majeure.

12.6 No event of Force Majeure shall relieve any Shipper from its obligations to make payments pursuant to the Tariff to the Carrier unless the event of Force Majeure occurs on the Carrier’s system.

12.7 In the event the Carrier is rendered unable to transport approximately 30,000 barrels per Day of annual average capacity on the Wrangler Pipeline because of an event of Force Majeure, there shall be allocated to Committed Shipper a portion of the Available Capacity of the Wrangler Pipeline equal to the ratio that the Committed Volume of the Committed Shipper bears to the aggregate of the Committed Volumes of all Committed Shippers. To the extent there is any remaining Available Capacity, such capacity shall be allocated in accordance with Rule 13.

13. PRORATIONING

No individual Nomination will be considered to the extent it exceeds the physical capacity of the Wrangler Pipeline.

Following the receipt by the Carrier of Nominations for a Month, the Carrier shall determine the capacity available in that Month. In the event Nominations for the Month exceed Available Capacity, then, having regard to the operating conditions of the Carrier, the Available Capacity shall be allocated by the Carrier as follows:

(a) Committed Shippers will be allocated their Nominated Committed Volume up to an aggregate volume of 30,000 barrels per Day, subject to the provisions of Rule12.

(b) The extent to which the Available Capacity exceeds the total Committed Shipper Allocations in the Month will be known as the "Remaining Available Capacity". To the extent there is any Remaining Available Capacity, then the Remaining Available Capacity will be allocated among the Committed Shippers and Uncommitted Shippers on a pro rata basis.

13.1 **Lottery Process.** In the event the pro rata allocation does not satisfy the minimum batch size requirements set forth in Rule 6.3, then the Carrier will administer a lottery process in order to reallocate such portion of unallocated Remaining Available Capacity as follows: (a) the Carrier shall determine the total number of minimum batches available for such Month based on the sum of the pro rata allocations under Rule 13.1(b) which did not satisfy the minimum batch size requirements; and (b) the Carrier will utilize a random number generating system to assign each such Shipper a number; and (c) the Carrier will allocate one (1) minimum batch at a time to such Shippers sequentially, from lowest assigned number to highest assigned number, until the total number of minimum batches available to such Shippers for such Month is fully allocated.

13.3 Any capacity remaining following the application of the steps above will be equally distributed among all Shippers having remaining Nominations.

14. PETROLEUM INVOLVED IN LEGAL DISPUTES

14.1 Petroleum which is in any way subject to litigation, or the ownership of which may be in dispute, or which is subject to a lien or charge of any kind, may not be accepted for transportation unless and until the Shipper shall furnish a bond or other form of indemnity satisfactory to the Carrier protecting the Carrier against any liability or loss arising as a result of such litigation, dispute, lien or charge.

15. CLAIMS, SUITS AND TIME FOR FILING

15.1 As a condition precedent to recovery, claims for loss, damage or delay in connection with the transportation of Petroleum Tendered for shipment under the Tariff must be submitted in writing to the Carrier within ninety (90) Days after Delivery of the Petroleum, or, in the case of failure to make Delivery, then within ninety (90) Days after a reasonable time for Delivery has elapsed; and suits arising out of such claims must be instituted against the Carrier within two (2) years from the date when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Claims advanced beyond such two (2) year period shall be null and void as between the Shipper and the Carrier. In causing Petroleum to be transported under the Tariff, the Shipper agrees to be bound by the provisions of this clause and waive any rights which it might otherwise have at common law, equity or otherwise, to make a claim after the expiration of said period of ninety (90) Days or to bring an action after the expiration of the said period of two (2) years.

16. MEASUREMENTS

16.1 The volumetric measurement base of all Petroleum referred to in the Tariff shall be one (1) Cubic Meter.

16.2 All Petroleum received by the Carrier for transportation shall be gauged, metered and tested by a representative of the Carrier prior to its acceptance. The Shipper may have a representative present at the gauging or metering and testing. If tank tables are used, quantities will be computed from regularly compiled tank tables showing one hundred percent (100%) of the full capacity of the tanks. Whenever there is substantial evidence of meter malfunctions in a custody transfer measurement, the Parties involved in the custody transfer shall negotiate an appropriate adjustment on the basis of the most reliable and accurate information available. Such adjustments may only be claimed for a period of up to ninety (90) Days after the date of the meter malfunction. Failing negotiated agreement of an appropriate adjustment, the matter shall be referred to arbitration for final determination pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

16.3 All Petroleum shall be received and Delivered with documented meter tickets or the accepted electronic equivalent, showing:

(a) Gross Standard Volume and Net Standard Volume received and Delivered;
(b) kinematic viscosity, based on the lower of the temperature of the Petroleum at the time of receipt or the Carrier's line temperature at the time of receipt;
(c) weighted average density;
(d) weighted average pressure;
(e) deductions for basic sediment, water and other impurities; and
(f) weighted average temperature.

All measurement procedures are to be conducted in accordance with API/ASTM standards and pipeline industry practice or such other tests as may be agreed upon by the Carrier and the Shippers.

16.4 The Carrier shall account to each Shipper for one hundred percent (100%) of Petroleum received for its account. Adjustments for shortages, including losses for shrinkage and evaporation incident to Carrier transportation, will then be based on the proportion that such Shipper's total Deliveries from the Carrier by stream bears to the total Deliveries of all Shippers from the Carrier by stream. Overages or shortages will be calculated and prorated to Net Standard Volumes for each type of Petroleum shipped on a Monthly basis.

16.5 The Carrier's representative, upon reasonable notice to the Shipper, shall have the right to enter upon the Shipper's premises where Petroleum is stored and have access to any and all tankage for the purpose of making any examination, inspection, measurement or test provided for under these Rules and Regulations.

17. REPRESENTATION AND WARRANTIES

17.1 The Carrier represents and warrants that it shall operate its system on a common carrier basis, providing transportation for remuneration without undue discrimination among its Shippers, and that the Carrier shall operate its pipeline facilities in accordance with all applicable laws, orders, directions, rules, regulations and Tariffs as may be made or approved by the FERC or such other body having jurisdiction over the Carrier. The Carrier does not offer a storage service.

17.2 The Shipper represents and warrants that:

(a) it has in place for all Tendered Petroleum all required approvals, permits and authorizations for the removal and transportation of Petroleum hereunder;
(b) it owns or controls, has the right to deliver or have delivered for its account, the Petroleum that is delivered to the Carrier;
(c) it shall indemnify and hold harmless the Carrier against all claims, actions or damages arising from any adverse claims by third parties claiming ownership or an interest in the Petroleum delivered for transport to the Carrier, and
(d) it will pay the Carrier the Monthly rate as derived herein by the Payment Due Date.

18. GOVERNING LAW

18.1 The Tariff is subject to the provisions of the Interstate Commerce Act or any other legislation passed in amendment thereto or substitution therefor.

19. FINANCIAL ASSURANCES

19.1 At any time, upon the request of the Carrier, any prospective or existing Shipper shall provide information to the Carrier that will allow the Carrier to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise under the terms of this tariff, including the payment of transportation charges, Shortfall Payments, charges for deficient

Retention Stock and negative Shipper's balance positions. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to the Carrier within five (5) Business Days of the Carrier's written request, or if the Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise under the terms of this Tariff, including the payment of transportation charges, Shortfall Payments, charges for deficient Retention Stock, and the reasonably determined value of negative Shipper's balance positions.

19.2 Subject to the provisions of Rule 19.3, the Carrier, upon notice to Shipper, may require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier, to be provided at the expense of Shipper: (a) a letter of credit in favor of the Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier, in a form and from a financial institution acceptable to the Carrier; (b) a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to the Carrier; or (c) other enforceable collateral security, including security agreements over assets of Shipper, in form and substance acceptable to the Carrier (the "**Financial Assurances**").

19.3 In the event the Carrier reasonably determines that: (a) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory; (b) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of Shipper's obligations that could arise under the terms of this tariff; or (c) the Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper, then Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this Tariff or otherwise lawfully due to the Carrier relating to the transportation of Shipper's Crude Petroleum by the Carrier. For the purpose of this Tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier under this Tariff, those charges and costs shall include transportation charges, Shortfall Payments, charges for deficient Retention Stock, and negative Shipper's balance positions. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if Shipper or prospective Shipper fails to deliver the Financial Assurances to the Carrier within ten (10) Days of Shipper's receipt of the Carrier's written request for such Financial Assurances.

20. REQUESTED CHANGES BY SHIPPER

20.1 **Shipper Requests.** The Carrier may, upon written request of the Shipper following the Shipper's Tender:

(a) allow the Shipper to transfer its control over a shipment to another Shipper, provided that the successor Shipper:

- i. satisfies the Financial Assurances requirement specified in Rule 19 herein, and
- ii. assumes all obligations under the Tariff as of the time the Carrier approves the transfer; and

(b) subject to the operating conditions of the Carrier's facilities, allow a Committed Shipper to:

- i. change the Delivery Point designated in its Nomination to another Delivery Point in the Carrier's Tariff, provided that the Shipper will be responsible for any applicable charges; or
- ii. change the Delivery Point designated in the Carrier's Tariff to another Delivery Point in the Carrier's Tariff. All changes in control pursuant to Rule 20.1 will be deemed to take place at the destination.

21. INCORPORATION OF PRACTICES

In addition to these Rules and Regulations, Wrangler Pipeline, L.L.C.'s Crude Petroleum Tariff incorporates the following practice(s):

21.1 All Shippers shall be responsible for their proportionate share of physical losses of Petroleum resulting from normal pipeline operations including line losses and shrinkage pursuant to the Practice Applicable to Automatic Balancing effective July 2, 2026 which is located on the Carrier's website at https://www.enbridge.com/Projects-and-Infrastructure/For-Shippers/Tariffs/Wrangler-Pipeline-LLC-Wrangler-Tariffs