

UNDERTAKING OF CONFIDENTIALITY

TO: The National Energy Board

AND TO: Phillips 66 Canada ULC and Shell Trading Canada (P66/Shell)

WHEREAS the Board set down for hearing, in proceeding MH-002-2012, an application by Chevron for Priority Destination Designation (the PDD Application);

AND WHEREAS P66/Shell applied for an order pursuant to section 16.1 of the *National Energy Board Act* for the filing in confidence of a certain response to an information request;

AND WHEREAS the Board determined that the Confidential Information was entitled to confidential treatment pursuant to section 16.1 of the Act;

AND WHEREAS the Board issued Order PO-002-MH-002-2012, dated 30 January 2013, setting out the terms and conditions of access to the Confidential Information;

AND WHEREAS Jennifer Nyland (the Recipient) is one of the persons referenced in Order PO-002-MH-002-2012 who has been granted access to the Confidential Information, or is a person who has otherwise been granted access to the Confidential Information by order of the Board, conditional upon the Recipient executing this Undertaking and providing an original hereof to each of the Board and P66/Shell;

NOW THEREFORE, in consideration of receiving access to the Confidential Information, the Recipient hereby agrees and undertakes as follows:

1. I agree that the capitalized terms used herein that are not otherwise defined shall have the meaning ascribed thereto in Order PO-002-MH-002-2012.
2. I agree to observe the terms and conditions for access to the Confidential Information set out in Order PO-002-MH-002-2012 and herein.
3. I will not make any additional copies of the Confidential Information, by any means, unless leave is granted by the Board to do so.

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4. I will hold the Confidential Information in confidence, and use it only for the purpose of this proceeding on the PDD Application and any appeal, review or rehearing from the Board's decision in this proceeding. I will disclose the Confidential Information only to those persons who are authorized by the Board to receive access to the Confidential Information and who have executed an Undertaking, unless otherwise required by law, in which case, I will promptly give written notice to the Board and P66/Shell that such disclosure has been required.
5. I will use all reasonable, necessary and appropriate efforts to protect the Confidential Information from disclosure. Confidential Information shall be segregated and clearly labeled as confidential and, where possible, transmitted in hard copy only.
6. Unless otherwise directed by the Board, I will either return to P66/Shell or destroy all written copies of the Confidential Information, and any evidence, transcripts, notes, working papers, calculations, analysis or other materials based on or using the Confidential Information (Related Materials), on or prior to the later of
 - a) 40 days from the Board's decision in this proceeding; or
 - b) 40 days from the conclusion of either
 - i) any appeal proceedings undertaken pursuant to section 22 of the Act with respect to Chevron's PDD Application, and any subsequent appeal proceedings therefrom; or
 - ii) any review or rehearing proceedings undertaken pursuant to section 21 of the Act with respect to Chevron's PDD Application, and any subsequent appeal proceedings therefrom;(the Return or Destroy Date).
7. I will expunge all electronic versions of the Confidential Information and the Related Materials from all electronic apparatus and data storage media on or prior to the Return or Destroy Date set out in clause 6 above.
8. Within seven days from the Return or Destroy Date set out in clause 6, I will provide P66/Shell and the Board with a with a statutory declaration, in the form attached as Appendix B to Board Order PO-002-MH-002-2012, confirming compliance with the terms and conditions of Order PO-002-MH-002-2012, and this Undertaking and, in particular, that the Confidential Information and any Related Materials have been returned or destroyed in accordance with clauses 14 and 15 of the Order and clauses 6 and 7 of this Undertaking.

9. If Order PO-002-MH-002-2012 is subsequently varied or amended, I agree that the terms of the varied or amended Order shall prevail over the terms in this Undertaking.
10. I acknowledge and agree that any breach of the terms of this Undertaking or Order PO-002-MH-002-2012 will cause material and irreparable harm and damage P66/Shell. I agree that P66/Shell shall be entitled to injunctive relief to prevent breaches of this Undertaking or Order PO-002-MH-002-2012, and to specifically enforce the terms and provisions thereof, in addition to any other remedy to which P66/Shell may be entitled at law.
11. I agree that no failure or delay by the Board or by P66/Shell in exercising any right or privilege in respect to a breach of this Undertaking or Order PO-002-MH-002-2012 shall operate as a waiver thereof.
12. I acknowledge that any breach of Order PO-002-MH-002-2012 may be the subject of contempt proceedings in the Federal Court of Canada.

MADE AT Vancouver, in the province of British Columbia, this 4th day of March, 2013.

Jennifer Nyland
Recipient's Signature

B. Glover
Witness's Signature

Jennifer Nyland
Recipient's Printed Name

Brooke Glover
Witness's Printed Name