



***Representative Shipper Group (RSG)
Final Issue Resolution Sheet (IRS)
CONFIDENTIAL & WITHOUT PREJUDICE***

Final IRS #2022-01-B <i>Mainline Tolling Settlement</i>

Enbridge Pipelines Inc.

ISSUE: Mainline Tolling Settlement

Summary:

The previous toll settlement for the Enbridge Mainline, the Competitive Toll Settlement (“CTS”), expired on June 30, 2021. Enbridge Pipelines Inc. (“Enbridge”) and the Representative Shipper Group (“RSG”) have negotiated a mainline tolling settlement (“MTS Agreement”) to become effective July 1, 2021 and continue until December 31, 2028.

The key terms of the MTS Agreement were itemized in the MTS Term Sheet, which was approved by the RSG on May 2, 2023 through a vote in favour of Final IRS 2022-01-A. Following approval of the MTS Term Sheet, Enbridge and the Post CTS Mainline Tolling & Services Sub-Committee Subgroup worked together to draft the full MTS Agreement including supporting schedules. The full MTS Agreement is attached as Appendix A to Final IRS 2022-01-B. The RSG will vote (in accordance with the Amended RSG Revised Agreement¹) on Final IRS 2022-01-B, including the full MTS Agreement, and if approved, the MTS Agreement will be filed by Enbridge with the CER for approval and finalization of tolls, effective July 1, 2021.

BACKGROUND:

At the December 15, 2021 RSG meeting, Enbridge requested that the RSG adopt a new issue for the RSG to enter into good faith negotiations with Enbridge via the Post CTS Mainline Tolling & Services Sub-Committee (formerly the Post CTS July 1, 2021 RSG Sub-Committee) with the objective of reaching a mainline tolling settlement. The RSG subsequently voted via email to adopt the issue. The RSG Secretary numbered the Issue as 2022-01. Enbridge and the RSG took the following steps subsequent to the adoption of Issue 2022-01:

¹ The Amended RSG Revised Agreements are dated May 26, 2022 and May 25, 2023. References to the Amended RSG Revised Agreement refer to the version that was in effect at the applicable time.



Representative Shipper Group (RSG)
Final Issue Resolution Sheet (IRS)
CONFIDENTIAL & WITHOUT PREJUDICE

Final IRS #2022-01-B <i>Mainline Tolling Settlement</i>

Enbridge Pipelines Inc.

- Representatives from Enbridge and members of the Post CTS Mainline Tolling & Services Sub-Committee met on a periodic basis to negotiate a commercial agreement which culminated in the MTS Term Sheet.
- As required under the Amended RSG Revised Agreement, Section 8, Enbridge provided the RSG progress updates on a regular basis on behalf of the Post CTS Mainline Tolling & Services Sub-Committee.
- On May 2, 2023, the RSG voted to approve Final IRS 2022-01-A, which directed Enbridge and the Post CTS Mainline Tolling & Services Sub-Committee to work together to draft the full MTS Agreement, incorporating the relevant terms agreed to in the MTS Term Sheet attached to Final IRS 2022-01-A.
- The full MTS Agreement has been drafted and agreed to between Enbridge and the Post CTS Mainline Tolling & Services Sub-Committee. The RSG will now vote in accordance with the Amended RSG Revised Agreement dated May 25, 2023 on whether to approve the MTS Agreement, which is Appendix A to this Final IRS 2022-01-B.
- In accordance with Section 9A of the Amended RSG Revised Agreement, the RSG Secretary sent Draft IRS 2022-01-B, including the MTS Agreement as Appendix A, to the RSG on November 9, 2023.
- Enbridge held a special RSG meeting on November 14, 2023 to present and answer questions on the full MTS Agreement and requested RSG consolidated feedback from the RSG Designated Member or the Post CTS Mainline Tolling & Services Sub-Committee on Draft IRS 2022-01-B, including the full MTS Agreement, by November 30, 2023.
- The RSG Designated Member provided a summary of the RSG's feedback and comments on Draft IRS 2022-01-B, including the MTS Agreement, on November 30, 2023, which resulted in changes to the MTS Agreement.
- In accordance with Section 9A of the Amended RSG Revised Agreement, the RSG Secretary sent Final IRS 2022-01-B, including the full MTS Agreement, to the RSG on December 7, 2023 in preparation for an RSG Member vote to be held at the December 14, 2023 RSG meeting.



***Representative Shipper Group (RSG)
Final Issue Resolution Sheet (IRS)
CONFIDENTIAL & WITHOUT PREJUDICE***

Final IRS #2022-01-B <i>Mainline Tolling Settlement</i>

Enbridge Pipelines Inc.

Enbridge Condition(s) Upon RSG Approval

If the RSG votes to approve Final IRS 2022-01-B, Enbridge reserves the right to issue a public statement at such time as determined in Enbridge's sole discretion, regarding the outcome of the vote and specific terms of the MTS Agreement attached hereto as Appendix A.

RSG RESOLUTION:

The RSG Secretary conducted a vote on Final IRS 2022-01-B at the December 14, 2023 RSG meeting under Section 9C of the Amended RSG Revised Agreement. The result of the RSG vote is recorded below:

RSG VOTING RESULTS (to be completed by Secretary of the RSG):

Approved Not Approved

Enbridge Pipelines Inc.
(“Enbridge”)

Mainline Tolling Settlement
(“MTS Agreement”)

December 15th, 2023

Part I – Introductory Matters	4
1. Recitals.....	4
Part II – Interpretation	5
2. Definitions	5
3. Interpretation.....	19
4. Schedules	20
Part III – Principles	21
5. Principles	21
Part IV – Term and Applicability	23
6. Term of Settlement	23
7. Applicability of MTS vs. Canadian Agreements	23
8. Applicability of MTS vs. US Agreements	24
Part V – Tolls, Surcharges and Allowance Oil Revenue	24
9. International Joint Tariff Tolls.....	24
10. Canadian Local Tolls	25
11. MTS Financial Return Calculation	25
12. Surcharges and Sur-Credits.....	28
(a) The Line 3 Replacement Surcharge	29
(b) The Line 3 Minnesota Abandonment Surcharge.....	31
(c) The Land Matters Consultation Initiative Surcharge	31
(d) The MTS Relocation and Tunnel Surcharges	32
(e) The Interim Period Refund Sur-Credits	34
(f) The Collar True-Up Surcharge or True-Up Sur-Credit.....	35
(g) Prospective Collar True-Up Surcharge and Prospective Collar True-Up Sur-Credit.....	37
(h) The Non-Performance Penalty Credit	39
(i) Other Surcharges As Agreed To By The Parties.....	39
13. Tankage Tolls	40
14. Allowance Oil Revenue	40
Part VI – Adjustments & Escalations	41
15. Tankage Adjustments.....	41
16. Annual Operation & Administrative Cost Escalator.....	42
17. Power Escalator	42
18. No Negative Escalation.....	43
19. Required Regulatory Adjustments	43
20. Process for Toll Adjustments.....	44
21. Contingent Toll Adjustments.....	44

Part VII – Line 5	44
22. Line 5 Spending Principles	44
23. Line 5 Reporting and Spending Approval	45
24. Line 5 Class 4 Cost Estimates for the Tunnel and Relocation Projects	47
25. Line 5 Capital Treatment	47
26. Line 5 Cancellation and Cost Recovery	48
Part VIII – Representative Stakeholder Group Matters.....	49
27. Representative Stakeholder Group Agreement.....	49
28. Formation of MTS Management Subcommittee and Line 5 Project Subcommittee	49
29. Formation of Renegotiation Subcommittee	50
Part IX – Capital Expenditures and Other RSG Reporting and Approvals.....	51
30. Capital Expenditures.....	51
31. Major Capital Project Approvals	51
32. Affiliate Transaction Approvals	51
33. No Other Approvals Required	52
34. No Obligation to Proceed With Any Project	52
35. Capital Reporting.....	52
36. Power Transaction Reporting	52
37. Reporting on Fines, Penalties, Damages, and Remedial Actions	52
Part X – General	53
38. Accounting.....	53
39. Affiliates	53
40. Audit	53
41. CER Filings.....	54
42. Dispute Resolution.....	54
43. End of Term Matters.....	54
44. Entire Agreement	55
45. General Tankage Principles	55
46. Notice of Change in Certain Policies and Regulation.....	56
47. Pro-Forma Tariff.....	56
48. Levels of Service.....	56
49. Source Data.....	56

PART I – INTRODUCTORY MATTERS

1. RECITALS

- 1.1 Enbridge is a body corporate continued under the laws of Canada, having its registered office in the City of Calgary and in the Province of Alberta. Enbridge owns and operates those assets set forth in Part 1 of Schedule “A” (the “**Canadian Mainline**”). The Canadian Mainline is a common carrier pipeline system regulated by the Canada Energy Regulator (“**CER**”) in accordance with the *Canadian Energy Regulator Act*.
- 1.2 Enbridge Energy, Limited Partnership (“**EELP**”) owns and operates those assets set forth in Part 2 of Schedule “A” (the “**Lakehead System**”). The Lakehead System is a pipeline system regulated by the Federal Energy Regulatory Commission (“**FERC**”).
- 1.3 Together, the Canadian Mainline and Lakehead System, as such assets may be modified, expanded, extended or abandoned from time to time, comprise the “**Enbridge Mainline**”. The pipeline system configuration map for the Enbridge Mainline as of the date hereof is set forth in Part 3 of Schedule “A”.
- 1.4 This MTS Agreement establishes international joint tolls for transportation, inclusive of receipt and delivery terminalling services, of all Petroleum shipped from Western Canadian receipt points located on the Canadian Mainline to delivery points located on the Lakehead System and to other delivery points that are located downstream of the Lakehead System on the Canadian Mainline (“**IJT Service**”).
- 1.5 In addition, this MTS Agreement establishes Canadian local tolls for transportation, inclusive of receipt and delivery terminalling services, of Petroleum wholly within Canada between receipt and delivery points located on the Canadian Mainline (“**CLT Service**”).

- 1.6 The Lakehead Cost of Service Settlement Agreement,¹ which was negotiated in conjunction with this MTS Agreement, and the other US Agreements govern the transportation of Petroleum and other related services provided solely within the United States of America (“US”) between receipt and delivery points located on the Lakehead System (“**Local Lakehead Service**”). Local Lakehead Service is provided by EELP and the corresponding tolls for such Local Lakehead Service (“**Local Lakehead Toll(s)**”) are the subject of FERC regulation. Local Lakehead Tolls do not apply to Petroleum transported pursuant to IJT Service or CLT Service.
- 1.7 This MTS Agreement does not provide an international joint tariff for the transportation of Petroleum originating from receipt points on the Lakehead System to downstream delivery points on the Canadian Mainline or any related services. In the absence of any such international joint tariff, all cross-border shipments originating from receipt points on the Lakehead System and terminating at downstream delivery points on the Canadian Mainline are (i) transported pursuant to both Local Lakehead Service and CLT Service, and (ii) charged the corresponding Local Lakehead Toll for Local Lakehead Service from a receipt point on the Lakehead System to the International Boundary and the corresponding CLT Toll for CLT Service from the International Boundary to a delivery point on the Canadian Mainline.
- 1.8 This MTS Agreement does not prohibit any future joint tariffs.

PART II – INTERPRETATION

2. DEFINITIONS

- 2.1 The following terms used in this MTS Agreement have the meanings set out below:
- (a) “**AEDC**” means allowance for equity during construction.
 - (b) “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, such Person.

¹ [The Lakehead Cost of Service Settlement Agreement](#)

For the purposes of this definition, “**Control**” (and its correlative terms) means the possession, directly or indirectly, of the right to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

- (c) “**AIDC**” means allowance for interest during construction.
- (d) “**AFUDC**” means an allowance for funds used during construction.
- (e) “**Allowance Oil**” means the percentage of all Petroleum tendered to the Enbridge Mainline, which Enbridge is entitled to deduct or take in kind from Enbridge Mainline shipments as more fully described in Article 14 and the Transportation Rules and Regulations.
- (f) “**Annual Update Report(s)**” means the annual reports for the Tunnel Project and Relocation Project that are more fully described in Article 23.
- (g) “**Backstopping Agreement**” means an agreement between Enbridge (or an Enbridge Affiliate) and supporting Shipper(s) in which Enbridge (or its Affiliate) will, subject to regulatory approval, undertake to construct a Shipper-supported Enbridge Mainline project provided that the supporting Shipper(s) ensure that the annual revenue requirement associated with the project is fully met and is the financial obligation of the supporting Shipper(s). The exact form of a Backstopping Agreement will be developed on a project-by-project basis. However, each Backstopping Agreement will provide for the full return on and of capital invested by Enbridge or its Affiliate, as applicable, and allow for Enbridge or its Affiliate, as applicable, to recover costs in the event that the Shipper-supported project is cancelled or does not obtain any requisite approvals.

- (h) “**Base CLT Toll(s)**” means tolls for terminalling and transmission for CLT Service that
 - (i) are comprised of an O&A cost component, a power cost component, and a fixed cost component, (ii) are denominated in CAD, and (iii) exclude any applicable surcharges and sur-credits. The Base CLT Tolls for each commodity and route pairing are set forth in Schedule “C” and may be adjusted from time to time as described herein.
- (i) “**Base IJT Toll(s)**” means the tolls for terminalling and transmission for IJT Service and consist of the CAD Base IJT Toll and the USD Base IJT Toll.
- (j) “**BBL**” means 0.1589872891 cubic meters of Petroleum at a temperature of fifteen degrees Celsius (15°C) and a vapour pressure of one (1) atmosphere (101.325 kilopascals).
- (k) “**BBL mile**” means a unit of measurement equivalent to the transportation of one (1) BBL of Petroleum for one (1) mile.
- (l) “**bps**” means basis points.
- (m) “**Breakout Service**” means the use of tank capacity to relieve surges on the Enbridge Mainline or to receive and store Petroleum as part of the transmission service provided by the Enbridge Mainline.
- (n) “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the Province of Alberta.
- (o) “**CAD**” means Canadian dollars.
- (p) “**CAD Base IJT Toll(s)**” means that portion of the Base IJT Toll that (i) is posted and charged in CAD, (ii) is comprised of a CAD O&A cost component, a CAD power cost component, and a CAD fixed cost component, and (iii) excludes any applicable surcharges and sur-credits. The CAD Base IJT Tolls are further described in Article 9,

are set forth for each commodity and route pairing in Schedule “B”, and may be adjusted from time to time as described herein.

- (q) “**CAD IJT Component**” means that portion of the IJT Tolls that is (i) posted and charged in CAD, and (ii) is comprised of the CAD Base IJT Toll(s) plus any applicable surcharges and sur-credits that are posted and charged in CAD.
- (r) “**Canada L3R Surcharge**” has the meaning set forth in Articles 12.3.
- (s) “**Canadian Agreements**” means those existing agreements and/or settlements governing the transportation of Petroleum and related services on the Canadian Mainline that are set forth in Schedule “N”, as may be amended or extended.
- (t) “**Canadian Energy Regulator Act**” means the *Canadian Energy Regulator Act*, SC 2019, c 28, s 10.
- (u) “**Canadian Mainline**” has the meaning set forth in Article 1.1.
- (v) “**Capital Expenditure(s)**” means any expenditures on the Enbridge Mainline that (i) require capitalizations as fixed assets under the Oil Pipeline Uniform Accounting Regulations, and (ii) are prudent and reasonable. Capital Expenditures may be made in respect of maintenance, integrity, equipment additions, improvements, and new facilities.
- (w) “**CAPP**” means the Canadian Association of Petroleum Producers or any successor thereof.
- (x) “**Carry Forward Offset Amount**” has the meaning set forth in Article 18.1.
- (y) “**CER**” has the meaning set forth in Article 1.1.
- (z) “**Chicago**” means those delivery points located at Lockport, Mokena, and Flanagan in the State of Illinois and at Griffith in the State of Indiana.

- (aa) “**CLT Toll(s)**” means the Canadian local tolls for CLT Service that are posted and charged in CAD and comprised of the Base CLT Tolls and the applicable surcharges and sur-credits, as more particularly described in Article 10.
- (bb) “**CLT Refund**” has the meaning set forth in Article 12.17.
- (cc) “**CLT Service**” has the meaning set forth in Article 1.5.
- (dd) “**CMI Report**” has the meaning set forth in Article 35.1.
- (ee) “**Collar**” has the meaning set forth in Article 12.18.
- (ff) “**Collar Ceiling**” has the meaning set forth in Article 12.18.
- (gg) “**Collar Floor**” has the meaning set forth in Article 12.18.
- (hh) “**Commodity Adjusted**” means the application of an adjustment factor to convert the toll applicable to LCE Petroleum to the applicable type of Petroleum, which factor shall be those set forth in the applicable tolls tariffs.
- (ii) “**Crude Petroleum**” has the meaning ascribed to it in the Transportation Rules and Regulations.
- (jj) “**Declining Bracket Rate Mechanism**” means the methodology approved by the NEB on March 24, 2006 pursuant to Order no. A-TT-FT-ENB 09 (4200-E101-9).
- (kk) “**Dispute**” has the meaning set forth in Article 42.1.
- (ll) “**Dispute Notice**” has the meaning set forth in Article 42.1.
- (mm) “**EELP**” has the meaning set forth in Article 1.2.
- (nn) “**EEP**” means Enbridge Energy Partners, L.P, an Affiliate of Enbridge.
- (oo) “**Effective Date**” has the meaning set forth in Article 6.1.
- (pp) “**Enbridge**” means Enbridge Pipelines Inc.

- (qq) “**Enbridge Canadian Affiliate Relationship Code**” means the code of conduct dated July 31, 2015 that establishes parameters and standards for transactions, information sharing, and the sharing of services between Enbridge, its Affiliates, and representatives while permitting each to achieve appropriate efficiencies and economies of scope and scale, as may be amended or replaced from time to time, and which is accessible on Enbridge’s website.²
- (rr) “**Enbridge Mainline**” has the meaning set forth in Article 1.3.
- (ss) “**Enbridge US FERC Code of Conduct**” means the Enbridge United States Liquid Pipelines FERC Code of Conduct dated May 13, 2016, as may be amended or replaced from time to time, which applies to the Lakehead System.
- (tt) “**Facilities Surcharge Mechanism**” means the cost of service-based tariff mechanism which allows EELP to recover the actual costs associated with particular Shipper-requested projects through an incremental surcharge on top of existing base rates and other FERC approved surcharges already in effect, as such mechanism was approved by the FERC pursuant to Docket No. OR04-2-000 (June 30, 2004).
- (uu) “**FERC**” has the meaning set forth in Article 1.2.
- (vv) “**Forecast True-Up Amount**” has the meaning set forth in Article 12.21.
- (ww) “**Foreign Exchange Rate**” means, with respect to a month, the monthly average WM/Refinitiv 12:00 pm noon Eastern Standard Time foreign exchange rate for converting CAD into USD or *vice versa*.

² www.enbridge.com/investment-center/corporate-governance/key-documents

- (xx) “**Government Authority**” means any municipal, provincial, state or federal government of Canada or the US and any court, regulator, tribunal, board or commission having jurisdiction over a Person, property, transaction or event.
- (yy) “**Gretna Station**” means Enbridge’s facilities, pipelines, and terminal located near the International Boundary between Canada and the US near Gretna, Manitoba.
- (zz) “**IJT Refund**” has the meaning set forth in Article 12.17.
- (aaa) “**IJT Toll(s)**” means the international joint tariff tolls for IJT Service that are comprised of the CAD IJT Component and the USD IJT Component, and are more particularly described in Article 9.
- (bbb) “**IJT Service**” has the meaning set forth in Article 1.4.
- (ccc) “**IJT L3R Surcharge**” has the meaning set forth in Articles 12.3 and 12.4.
- (ddd) “**Impermissible Monetary Consequences**” means (i) fines or penalties imposed, rendered or assessed against Enbridge or any of its Affiliates by a Government Authority for failing to comply with any applicable law, permit, or Order, and (ii) punitive damages assessed against Enbridge or any of its Affiliates and awarded to any Person by a Government Authority for negligence, trespassing or failing to comply with its or their construction plans.
- (eee) “**Integrity Capital**” means Capital Expenditures incurred to repair, maintain or replace portions of the Enbridge Mainline to prevent, monitor or mitigate integrity threats to the Enbridge Mainline, including any associated receipt tanks, delivery tanks, Breakout Service tanks, terminals and other facilities.
- (fff) “**Interim Period Refund Sur-Credits**” means the Interim CLT Sur-Credit and the Interim IJT Sur-Credit described in Article 12.17.

- (ggg) “**kbpd**” means thousand BBL per day.
- (hhh) “**L3R Surcharge**” or “**Line 3R Surcharge**” means the Line 3 replacement surcharge, as more fully described in Articles 12.3 through 12.6.
- (iii) “**Lakehead System**” has the meaning set forth in Article 1.2.
- (jjj) “**Lakehead Cost of Service Settlement Agreement**” means the Offer of Settlement in FERC Docket Nos. IS21-352-000 and DO21-15-000 filed with the FERC on May 24, 2023.
- (kkk) “**LCE**” means light crude oil equivalent.
- (lll) “**Line 3R IRS**” means both issue resolution sheet IRS 2013-02-A (Canada) and IRS 2013-02-B (US), which were both approved by the RSG on February 26, 2014 and are accessible through a hyperlink contained in Schedule “E”.
- (mmm) “**Line 3 Replacement**” means the Line 3 Replacement Project, the scope and description of which is more particularly described in the Line 3R IRS.
- (nnn) “**Line 3 Replacement Class 4 Estimate**” means the Class 4 cost estimate of the Line 3 Replacement capital costs, including AFUDC and decommissioning, which was estimated to be four billion eight hundred and twenty five million (CAD \$4,825,000,000) Canadian dollars for the Canadian portion of the Line 3 Replacement and two billion six hundred and sixteen million (USD \$2,616,000,000) United States dollars for the US portion of the Line 3 Replacement, as presented by Enbridge to the RSG on June 10, 2014.
- (ooo) “**Line 5 Credit**” means one billion and thirty-four million (CAD \$1,034,000,000) Canadian dollars, which is comprised of three hundred and ninety million (CAD \$390,000,000) Canadian dollars of Capital Expenditures already paid or incurred by Enbridge or its Affiliates up to December 31, 2022 and six hundred and forty-four

million (CAD \$644,000,000) Canadian dollars of future Capital Expenditures to be paid or incurred by Enbridge or its Affiliates from and after January 1, 2023 pertaining to the Tunnel Project and Relocation Project.

- (ppp) “**Line 5 Projects Subcommittee**” has the meaning set forth in Article 28.2.
- (qqq) “**LMCI**” or “**Land Matters Consultation Initiative**” means the NEB Land Matters Consultation Initiative Stream 3 – Pipeline Abandonment – Financial Issues, regarding abandonment cost estimate (“**ACE**”) and set-aside and collection mechanism (“**SAM-COM**”), including RH-2-2008, MH-001-2012, MH-001-2013, the Five-Year Review of ACE and SAM-COM 2021, and the decisions, directions, and Orders issued in those proceedings or any other existing or future proceedings established by the NEB or CER in connection with the abandonment of pipelines that are applicable to the Canadian Mainline.
- (rrr) “**LMCI Surcharge**” means the surcharge that recovers the funds that Enbridge is required to set aside pursuant to the Land Matters Consultation Initiative.
- (sss) “**Local Lakehead Service**” has the meaning set forth in Article 1.6.
- (ttt) “**Local Lakehead Toll(s)**” has the meaning set forth in Article 1.6.
- (uuu) “**Major Capital Project**” means any Enbridge Mainline project, including Enbridge Mainline tankage, with actual or expected Capital Expenditures greater than one hundred and fifty million (CAD \$150,000,000) Canadian dollars other than Integrity Capital projects.
- (vvv) “**MARA Impact(s)**” means any impact caused by existing or future transportation service agreements between Enbridge or its Affiliates and Shippers that result in either higher or lower revenue to the Canadian Mainline than the revenue that would have

otherwise been derived from posted tolls, whether due to premiums, discounts, rebates, incentives, subsidies or otherwise.

- (www) “**Minnesota Abandonment Surcharge**” means the surcharge that recovers the funds that EELP is required to set aside pursuant to any MPUC Order made in respect of the MPUC Decommissioning Trust Process for the Line 3 Replacement.
- (xxx) “**MPUC**” means the Minnesota Public Utilities Commission or its successor.
- (yyy) “**MPUC Decommissioning Trust Process**” means the decisions, directions, and Orders issued in the Matter of the Decommissioning Trust Fund for the Enbridge Energy, Limited Partnership Line 3 Replacement Pipeline in Docket No. PL-9/CN-21-823, and any future proceeding established by the MPUC or MPUC decisions made in connection with the decommissioning of the Line 3 Replacement Pipeline, otherwise known as Line 93.
- (zzz) “**MTS Agreement**” means this MTS Agreement, including the recitals and all Schedules, Appendices, and Exhibits attached hereto.
- (aaaa) “**MTS Financial Model**” means the Excel spreadsheet titled “**MTS Financial Model**” that is maintained by Enbridge and substantially in the form sent to CAPP by email dated November 8, 2023 and set forth in Schedule “Q”.
- (bbbb) “**MTS Financial Return**” means the return on equity values calculated for the purposes of this MTS Agreement, for each of the Canadian Mainline, the Lakehead System, or the Enbridge Mainline as a whole, as applicable, using the MTS Financial Model.
- (cccc) “**MTS Management Subcommittee**” has the meaning set forth in Article 28.1.
- (dddd) “**MTS Relocation Surcharge**” means the surcharge established to recover the approved Recoverable Line 5 Capital that pertains to the Relocation Project, as more fully described in Articles 12.9 through 12.16.

- (eeee) “**MTS Tunnel Surcharge**” means the surcharge established to recover the approved Recoverable Line 5 Capital that pertains to the Tunnel Project, as more fully described in Articles 12.9 through 12.16.
- (ffff) “**NEB**” means the National Energy Board, the predecessor to the CER.
- (gggg) “**NGL**” means Natural Gas Liquids as defined in the Transportation Rules and Regulations.
- (hhhh) “**Non-Performance Penalty**” has the meaning set forth in the Transportation Rules and Regulations.
- (iiii) “**Non-Performance Penalty Credit**” means the credit to the Shippers that is derived from revenues collected or imposed by Enbridge or its Affiliates in relation to the Non-Performance Penalty, as more particularly described in Article 12.24.
- (jjjj) “**Oil Pipeline Uniform Accounting Regulations**” means the Oil Pipeline Uniform Accounting Regulations as issued by the CER in Canada and pursuant to 18 C.F.R. Part 352 in the US.
- (kkkk) “**Order**” means an order or directive from a Government Authority.
- (llll) “**Over/Short Position**” has the meaning ascribed to it in Enbridge’s Practice Applicable to Automatic Balancing.
- (mmmm) “**O&A**” means operational and administrative cost components.
- (nnnn) “**O&A Escalator**” has the meaning set forth in Article 16.1.
- (oooo) “**Party**” means either Enbridge or the RSG, as the context so requires, and “**Parties**” means both Enbridge and the RSG.
- (pppp) “**Petroleum**” means Crude Petroleum, Natural Gas Liquids, and Refined Petroleum Products.

- (qqqq) “**Person**” is to be broadly interpreted and includes an individual, corporation, a partnership, a joint venture, a trust, an association, a syndicate, an unincorporated organization, a Government Authority, an executor or administrator or other legal or personal representative, or any judicial entity.
- (rrrr) “**Practice Applicable to Automatic Balancing**” means the Enbridge “Practice Applicable to Automatic Balancing” dated April 1, 2019, as may be amended from time to time, and which is available on Enbridge’s website.³
- (ssss) “**Power Escalator**” has the meaning set forth in Article 17.1.
- (tttt) “**Power Report**” has the meaning set forth in Article 36.1.
- (uuuu) “**Prospective Collar Sur-Credit**” has the meaning set forth in Article 12.21.
- (vvvv) “**Prospective Collar Surcharge**” has the meaning set forth in Article 12.21.
- (wwww) “**Recoverable Line 5 Capital**” has the meaning set forth in Article 12.9.
- (xxxx) “**Refined Petroleum Products**” has the meaning ascribed to it in the Transportation Rules and Regulations.
- (yyyy) “**Relocation Project**” means the project that involves the relocation of a 12 mile section of the existing Line 5 pipeline from the Bad River Reservation and replacing it with approximately 41 miles of thirty (30) inch diameter pipeline around the external boundaries of the Bad River Reservation.
- (zzzz) “**RSG**” means, as the context so requires, either the “Representative Shipper Group” or its successor, the “Representative Stakeholder Group”, which is comprised of the Interested Parties, as defined and more particularly described in the Representative Stakeholder Group Agreement attached hereto as Schedule “M”.

³ [Enbridge Pipelines Inc Canadian Mainline Tariffs - Enbridge Inc.](#)

- (aaaaa) “**RSG Member**” has the meaning ascribed to it in Schedule “M”.
- (bbbbbb) “**RSG Vote**” means a vote by the RSG that is conducted in accordance with Article 9 of the Representative Stakeholder Group Agreement attached hereto as Schedule “M” on an issue resolution sheet submitted to the RSG by Enbridge, and an issue resolution sheet is approved pursuant to an RSG Vote provided that the result of the vote satisfies the criteria for approval set forth in the Representative Stakeholder Group Agreement.
- (ccccc) “**RT Rules and Regulations Tariff**” means the Receipt Tankage Rules and Regulations Tariff that is available on Enbridge’s website,⁴ as may be amended and approved by the CER from time to time.
- (dddddd) “**Shipper**” has the meaning set forth in the Transportation Rules and Regulations.
- (eeeee) “**Term**” has the meaning set forth in Article 6.1.
- (fffff) “**Test Year**” means the test year case set forth in the MTS Financial Model.
- (ggggg) “**Transportation Rules and Regulations**” means all transportation rules and regulations that are in place for the Canadian Mainline or the Lakehead System, as applicable, and as may be amended and approved by the CER or the FERC from time to time.
- (hhhhh) “**True-Up Amount**” has the meaning set forth in Article 12.18. During the Term of this MTS Agreement, all true-up adjustments will not have any interest applied.
- (iiiiii) “**True-Up Recovery Period**” has the meaning set forth in Article 12.18.
- (jjjjj) “**True-Up Surcharge**” has the meaning set forth in Article 12.18.
- (kkkkk) “**True-Up Sur-Credit**” has the meaning set forth in Article 12.18.

⁴ www.enbridge.com/Projects-and-Infrastructure/For-Shippers/Tariffs/Enbridge-Pipelines-Inc-Canadian-Mainline-Tariffs

- (lllll) “**Tunnel Project**” means the project that involves the construction of a utility tunnel that (i) will include a thirty (30) inch diameter pipeline, (ii) allow for a subsurface crossing of the Straits of Mackinac, between Mackinac County in Michigan’s Upper Peninsula and Emmet County in Michigan’s Lower Peninsula, and (iii) is intended to replace the existing portion of Line 5 that crosses the Straits of Mackinac.
- (mmmmm) “**US**” has the meaning set forth in Article 1.6.
- (nnnnn) “**US Agreements**” means all existing and future agreements and/or settlements for the transportation of Petroleum on the Lakehead System, including those agreements and settlements set forth in Schedule “O”.
- (ooooo) “**USD Base IJT Toll(s)**” means that portion of the Base IJT Toll that (i) is posted and charged in USD, (ii) is comprised of a USD O&A cost component, a USD power cost component, and a USD fixed cost component, and (iii) excludes any applicable surcharges and sur-credits. The USD Base IJT Tolls are further described in Article 9, are set forth for each commodity and route pairing in Schedule “B”, and may be adjusted from time to time as described herein.
- (ppppp) “**USD IJT Component**” means that portion of the IJT Toll(s) that (i) is posted and charged in USD, and (ii) is comprised of the USD Base IJT Toll and any applicable surcharges and sur-credits that are posted and charged in USD.
- (qqqqq) “**US CPI-U**” means the consumer price index data reported for urban consumers that is published by the US Bureau of Labor Statistics and identified by series identification no. CUUR0000SA0.
- (rrrrr) “**USD**” means United States dollars.
- (sssss) “**UTR**” means unit transmission rate, which is expressed as a dollar amount per BBL mile.

(tttt) “**Volume Event**” means a known event with respect to which Enbridge has provided evidence to support a reasonable expectation that such event will significantly increase or decrease the volume of throughputs on the Enbridge Mainline.

3. INTERPRETATION

3.1 In this MTS Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to any gender includes all genders;
- (c) a grammatical variation of a defined term has a corresponding meaning;
- (d) the word “includes”, “including” and other similar expressions mean “includes (or including) without limitation”;
- (e) reference to any law means such law as amended, modified, codified, replaced or re-enacted, in whole or part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any law means that provision of such law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision;
- (f) references to an Article, Section, Subsection, Paragraph, or Schedule by number or letter or both refer to this MTS Agreement;
- (g) the division of the MTS Agreement, the recitals, table of contents, and headings are for convenience only and shall not affect the construction or interpretation of the MTS Agreement;
- (h) all references to currency are to the lawful money of Canada;

- (i) the phrases “the aggregate of”, “the total of”, “the sum of”, or a similar phrase means “the aggregate (or total or sum), without duplication, of”;
- (j) where any payment or calculation is to be made, or any other direction is to be taken, on or as of a day that is not a Business Day, that payment, calculation or action is to be taken on or as of the next Business Day; and
- (k) references to time of day or date are references to the local time or date in Calgary, Alberta.

3.2 In the event of any conflict or inconsistency between the provisions of this MTS Agreement and any Schedule attached hereto, the provisions of both the body of this MTS Agreement and the Schedules shall be considered in the resolution of any such conflict or inconsistency.

4. SCHEDULES

4.1 The following Schedules are attached to and form part of this MTS Agreement:

- (a) Schedule “A” – Canadian Mainline, Lakehead System, and Enbridge Mainline Pipeline Configuration Map
- (b) Schedule “B” – CAD Base IJT Tolls and USD Base IJT Tolls
- (c) Schedule “C” – Base CLT Tolls
- (d) Schedule “D” – Tankage Tolls
- (e) Schedule “E” – L3R Surcharge
- (f) Schedule “F” – Calculation of Interim Period Refund Sur-Credits
- (g) Schedule “G” – Example MTS Financial Return and True-Up Calculations
- (h) Schedule “H” – Example O&A Escalator Calculations
- (i) Schedule “I” – Example Power Escalator Calculations

- (j) Schedule “J” – Example Negative Escalator Calculations
- (k) Schedule “K” – Initial O&A and Power Cost Components and Example Escalation
- (l) Schedule “L” – Example Prospective Collar Surcharge or Sur-Credit Calculations
- (m) Schedule “M” – Representative Stakeholder Group Agreement
- (n) Schedule “N” – Canadian Agreements
- (o) Schedule “O” – US Agreements
- (p) Schedule “P” – MTS Pro-Forma Tariff
- (q) Schedule “Q” – MTS Financial Model
- (r) Schedule “R” – MTS Toll Information Graphic

PART III – PRINCIPLES

5. PRINCIPLES

- 5.1 The Parties agree that this MTS Agreement is only acceptable as a whole and that no one element of the MTS Agreement is acceptable to either Party in isolation from all other aspects of this settlement.
- 5.2 The Parties agree that the MTS Agreement, including the rate principles set forth herein, are the result of good faith arm’s length negotiations that have resulted in a settlement that is fair and equitable to Enbridge and all of its Shippers and appropriately allocates risks and rewards between Enbridge and its Shippers.
- 5.3 The Parties agree that this MTS Agreement, including the principles, toll design, and tolls contained herein, shall not form a precedent and is without prejudice with respect to any position that may be taken by Enbridge, the RSG, any member of the RSG or any other Person in respect of matters governed by the MTS for the periods following the expiry of this settlement. In particular, and without restricting the generality of the foregoing, the Parties agree that the selection of certain

capital structures, interest rates, equity returns, operating costs, power costs, rate base amounts, allocations of revenue, escalators and other such factors referenced in this MTS Agreement or used in any Backstopping Agreement do not in any way form a precedent or represent the position of either Party as to what would be appropriate absent this MTS Agreement.

- 5.4 In all circumstances where this MTS Agreement requires the action, performance or cooperation of any Enbridge Affiliate, including EELP, or imposes an obligation or liability on any Enbridge Affiliate, including EELP, Enbridge will cause such Affiliate to act, perform or cooperate, and discharge such obligation or liability in accordance with this MTS Agreement, and Enbridge shall remain responsible for the completion of such action, performance or cooperation and the discharge of such obligation or liability.
- 5.5 The Parties agree that this MTS Agreement, including the tolling framework, is guided by the following key principles:
- (a) there is to be no priority access on the Enbridge Mainline during the Term;
 - (b) the Base IJT Tolls, the Base CLT Tolls, and the Line 3R Surcharge result in equalized Test Year MTS Financial Returns for the Canadian Mainline and Lakehead System of twelve point six-five (12.65%) percent;
 - (c) the initial negotiated toll for shipping heavy Crude Petroleum from Hardisty to Chicago is USD \$4.6308 per BBL (assuming MTS Test Year variables throughout, an exchange rate of CAD \$1.38 per USD, and a Line 3R Surcharge of USD \$0.865 per BBL);
 - (d) the CAD Base IJT Tolls, the USD Base IJT Tolls, the Base CLT Tolls, and the surcharges established herein were derived from and will continue to be tested by cost informed data and will be recovered in the jurisdiction and currency in which such costs are incurred;

- (e) The Enbridge Mainline will not subsidize any connecting carriers' tolls or future upstream or downstream expansions, and neither the IJT Tolls nor the CLT Tolls will be adjusted or impacted due to any MARA Impact(s), which means that, for purposes of the MTS Financial Return calculation, revenues shall be determined by assuming that all shippers on the Enbridge Mainline (including current and future contract and uncommitted shippers) pay the same IJT Tolls between the same receipt and delivery points and that all BBLs that are shipped on the Enbridge Mainline will be used in the MTS Financial Return calculation; and
- (f) The transmission component of the CAD Base IJT Tolls, USD Base IJT Tolls, and Base CLT Tolls for all commodity and route pairings are distance adjusted and Commodity Adjusted within each jurisdiction.

PART IV – TERM AND APPLICABILITY

6. TERM OF SETTLEMENT

- 6.1 The MTS Agreement becomes effective July 1, 2021 (the “**Effective Date**”) and continues until December 31, 2028 (the “**Term**”).

7. APPLICABILITY OF MTS VS. CANADIAN AGREEMENTS

- 7.1 During the Term, the terms and conditions of the Canadian Agreements will be suspended and this MTS Agreement will supersede the Canadian Agreements. Enbridge will calculate the rate base of each of the assets comprising the Enbridge Mainline, including any additions, modifications, expansions or extensions thereto, in accordance with the depreciation parameters specified in this MTS Agreement, and Enbridge will report such rate base calculations to the RSG on an annual basis. Following the expiry of this MTS Agreement, any of the Canadian Agreements that were suspended during the Term and which have not yet expired or been terminated will automatically be reinstated as of the date of this MTS Agreement’s expiry. Any toll or other adjustments permitted pursuant to the reinstated Canadian Agreements shall continue thereafter and be calculated and

applied in accordance with the terms and conditions of such Canadian Agreements for their respective then remaining terms, provided, however, that the assets that are the subject of the reinstated Canadian Agreements will, as of and from the reinstatement of such Canadian Agreements, be included in the Canadian Mainline rate base at their respective remaining undepreciated costs, as calculated in accordance with this MTS Agreement. For greater certainty and notwithstanding how the Canadian Agreements specify the calculation of depreciation, the depreciation of any such assets will be calculated during the Term in accordance with this MTS Agreement by using a twenty-eight (28) year depreciable life and a truncation date of December 31, 2048, and the remaining undepreciated costs of such assets as of the date such Canadian Agreements are reinstated shall be the remaining undepreciated costs of such assets as calculated in accordance with this MTS Agreement.

8. APPLICABILITY OF MTS VS. US AGREEMENTS

- 8.1 The US Agreements will remain in place and the tariff rates on file with FERC and in effect, from time to time, pursuant to such US Agreements shall continue to be utilized in calculating the Local Lakehead Tolls during the Term. The Local Lakehead Tolls shall reflect the negotiated commercial terms contained in the Lakehead Cost of Service Settlement Agreement. The US Agreements shall not apply to Petroleum transported on the Enbridge Mainline vis-à-vis CLT Service or IJT Service.

PART V – TOLLS, SURCHARGES AND ALLOWANCE OIL REVENUE

9. INTERNATIONAL JOINT TARIFF TOLLS

- 9.1 IJT Service shipments will be charged the IJT Toll. The IJT Toll is a dual currency toll, which will be filed with both the CER and FERC. The USD IJT Component will be posted and charged in USD and the CAD IJT Component of the IJT Toll will be posted and charged in CAD. The IJT Toll will be comprised of the CAD Base IJT Toll, the USD Base IJT Toll, and the surcharges and sur-credits applicable to IJT Services, as further described herein.

9.2 As of the Effective Date, the CAD Base IJT Toll for shipments of heavy Crude Petroleum from Hardisty to the International Boundary near Gretna Station will be CAD \$1.6542 per BBL, the USD Base IJT Toll for shipments of heavy Crude Petroleum from the International Boundary near Neche, North Dakota to Chicago will be USD \$2.5671 per BBL. The CAD Base IJT Tolls and USD Base IJT Tolls for all other receipt and delivery pairings that are set forth in Schedule “B” were established by calculating the distance adjustment and Commodity Adjustment for the transmission portion of the foregoing CAD Base IJT Toll and USD Base IJT Toll.

10. CANADIAN LOCAL TOLLS

10.1 The CLT Service shipments will be charged the CLT Tolls. The CLT Tolls will be posted and charged in CAD and are comprised of the Base CLT Tolls and the surcharges and sur-credits applicable to CLT Service, as further described herein.

10.2 As of the Effective Date and prior to any adjustment made in accordance with Article 19.1, the Base CLT Tolls for shipments of heavy Crude Petroleum from Hardisty to the International Boundary near Gretna Station will be CAD \$1.6542 per BBL. The Base CLT Tolls for all other receipt and delivery pairings set forth in Schedule “C” were established by calculating the distance adjustment and Commodity Adjustment of the transmission portion of the foregoing Base CLT Toll.

11. MTS FINANCIAL RETURN CALCULATION

11.1 By April 1 of each year of the Term starting in 2024, Enbridge will calculate the Enbridge Mainline’s MTS Financial Return for the previous calendar year using actual data and the MTS Financial Model. Enbridge will provide the MTS Management Subcommittee with an updated Excel version of the MTS Financial Model and the data from the previous calendar year used to calculate the Enbridge Mainline MTS Financial Return. The inputs and calculations of the MTS Financial Model may be reviewed annually by the MTS Management Subcommittee or by an independent third party expert selected by the MTS Management Subcommittee, provided that such

third party expert agrees to enter into a confidentiality agreement with Enbridge to ensure non-disclosure of confidential and commercially sensitive information. Subject to the exclusions contained in Article 11.2, the calculation of the MTS Financial Return will include the following inputs and variables for the Enbridge Mainline (without duplication):

- (a) the actual volume throughput for all BBLs transported on the Enbridge Mainline for all commodity types and directions of flow;
- (b) the total Enbridge Mainline rate base, including the Line 3 Replacement when calculated using the Line 3 Replacement Class 4 Estimate;
- (c) actual revenues relating to CAD Base IJT Tolls, USD Base IJT Tolls, Base CLT Tolls, and Local Lakehead Tolls;
- (d) actual revenues relating to the Enbridge Mainline for service provided pursuant to other transportation service agreements, provided that the associated revenues are adjusted to remove any MARA Impact, which means that all shipments on the Enbridge Mainline are accounted for as if the same toll determined in accordance with this MTS Agreement is paid between the same receipt and delivery points on the Enbridge Mainline;
- (e) actual revenues relating to the Enbridge Mainline's receipt and delivery tankage;
- (f) actual costs included in and revenues relating to the MTS Tunnel Surcharge and the MTS Relocation Surcharge;
- (g) actual revenues relating to the Line 3R Surcharge;
- (h) any rate base, costs and revenues that arise from or are related to a Backstopping Agreement which was in place prior to January 1, 2023, provided, however, that any such Backstopping Agreement revenues shall be deemed to be the greater of the actual revenue received pursuant to a Backstopping Agreement and the Backstopping Agreement's annual revenue requirement;

- (i) actual Allowance Oil revenue relating to the Enbridge Mainline;
- (j) actual O&A costs relating to the Enbridge Mainline;
- (k) actual power costs relating to the Enbridge Mainline;
- (l) actual depreciation expense and interest expense, as calculated in accordance with Article 11.3;
- (m) actual income tax expense relating to the Enbridge Mainline;
- (n) any other actual operating expenses or Capital Expenditures, including those incurred in response to a regulatory change or change in law relating to the Enbridge Mainline; and
- (o) any actual costs and revenues relating to any other service or surcharge agreed to by the Parties, provided that the Parties also agree that such costs and revenues be included in the calculation of the MTS Financial Return.

11.2 The calculation of the MTS Financial Return will exclude the following inputs and variables:

- (a) any Capital Expenditures made in respect of the Line 3 Replacement that are in excess of the Line 3 Replacement Class 4 Cost Estimate, including any associated AFUDC;
- (b) any rate base, costs and revenues that arise from or are related to a Backstopping Agreement entered into after January 1, 2023;
- (c) any gains or losses relating to foreign exchange hedging;
- (d) any MARA Impact(s);
- (e) any Impermissible Monetary Consequence;
- (f) any refund sur-credit, including the Interim Period Refund Sur-Credits;
- (g) any costs and revenues relating to the LMCI Surcharge;

- (h) any costs and revenues relating to the Minnesota Abandonment Surcharge;
- (i) the collection of Non-Performance Penalties and the disbursement of the Non-Performance Penalty Credit;
- (j) any True-Up Surcharge or True-Up Sur-Credit;
- (k) any Prospective Collar Surcharge or Prospective Collar Sur-Credit; and
- (l) any Capital Expenditures or other costs incurred by Enbridge or EELP in connection with the development of Tunnel Project or Relocation Project, as applicable, that were the subject of any Annual Update Report that is not approved by the RSG.

11.3 The MTS Financial Return calculation will use (i) a twenty-eight (28) year depreciable life with a truncation date of December 31, 2048, (ii) a capital structure with fifty (50%) percent equity, (iii) a weighted average cost of debt for the Canadian Mainline and Lakehead System that reflects a cost of debt for new debt issued during the Term that is equal to Enbridge Inc.'s more favourable cost of borrowing and at the historical cost of debt issued by Enbridge and EEP until such debt has matured, (iv) income tax for the Canadian Mainline, (v) income tax for the Lakehead System, (vi) foreign exchange conversions using the Foreign Exchange Rate, and (vii) and other parameters that are set forth in Schedule "Q". Example MTS Financial Return calculations are set forth in Schedule "G". Unless otherwise approved by the MTS Management Subcommittee or except as provided for in Article 46.1, Enbridge will not change the methodology used for calculating the MTS Financial Return or its inputs, including through the substitution of inputs or variables.

12. SURCHARGES AND SUR-CREDITS

12.1 The following surcharges and sur-credits, if applicable, will be added to the corresponding base toll and applied solely to the tariff related to the jurisdiction where the corresponding asset resides:

	Surcharge(s)/Sur-Credit(s)	System Applicability	Tariff Applicability
(a)	the Line 3R Surcharge	Enbridge Mainline	CLT USD IJT Component ⁵
(b)	the Minnesota Abandonment Surcharge	Lakehead System	USD IJT Component
(c)	the LMCI Surcharge	Canadian Mainline	CLT CAD IJT Component
(d)	the MTS Relocation Surcharge	Lakehead System	USD IJT Component
(e)	the MTS Tunnel Surcharge	Lakehead System	USD IJT Component
(f)	the Interim Period Refund Sur-Credits	Canadian Mainline	CLT CAD IJT Component
(g)	the True-Up Surcharge or True-Up Sur-Credit	Enbridge Mainline	To be determined in accordance with Article 12.18
(h)	the Prospective Collar Surcharge or Prospective Collar Sur-Credit	Enbridge Mainline	To be determined in accordance with Article 12.21
(i)	the Non-Performance Penalty Credit	Enbridge Mainline	CLT CAD IJT Component
(j)	other surcharges as may be agreed to between the Parties	To be agreed to between the Parties in each instance	To be agreed to between the Parties in each instance

12.2 The tariff and system applicability of each surcharge and sur-credit is illustrated in Schedule “R”, which is for illustrative purposes only.

(a) THE LINE 3 REPLACEMENT SURCHARGE

12.3 During the Term, the Line 3R Surcharge will be the surcharge agreed to by the Parties in accordance with the Line 3R IRS, as distance adjusted (but not Commodity Adjusted) for each route pairing

⁵ Note: as indicated in Article 12.4, the L3R Surcharge applicable to IJT Service will be invoiced in USD by Enbridge.

and subject to further adjustments to reflect the bracket of volumes transported on the Enbridge Mainline through the International Boundary near Gretna Station in accordance with the Line 3R IRS, which is set forth in Schedule “E”. The Line 3R Surcharge will be separately invoiced as an “**IJT L3R Surcharge**” for IJT Service and a “**Canada L3R Surcharge**” for CLT Service, and will not be subject to annual escalation.

12.4 The IJT L3R Surcharge will be charged to all IJT Service shipments originating upstream of the International Boundary near Neche, North Dakota, invoiced in USD, and derived by distance adjusting the Line 3R Surcharge for all receipt points upstream and all delivery points downstream of the International Boundary near Neche, North Dakota. The IJT L3R Surcharge will be allocated into separate charges based on the distance each shipment is transported on the Canadian Mainline and on the Lakehead System. Enbridge will issue invoices for the IJT L3R Surcharge based on distance travelled on the Canadian Mainline and EELP will issue invoices for the IJT L3R Surcharge based on distance travelled on the Lakehead System. The IJT L3R Surcharge revenue will also be allocated to each of Enbridge and EELP on such distance basis for both financial reporting purposes and for purposes of calculating the MTS Financial Return. In addition to the IJT L3R Surcharge, and in accordance with the Line 3R IRS, IJT Service shipments received at the Edmonton and Hardisty terminals will be subject to a USD \$0.04 per BBL receipt terminalling surcharge, which shall not be Commodity Adjusted and shall be fixed and not be subject to annual escalation.

12.5 The Canada L3R Surcharge will be converted to and charged to all CLT Service shipments in CAD. It will be derived by distance adjusting the Line 3R Surcharge for all receipt and delivery point combinations in Canada and then by converting the resultant surcharge into CAD in the manner and upon the occurrence of the events described below. In addition to the Canada L3R Surcharge and in accordance with the Line 3R IRS, CLT Service shipments received at the Edmonton and Hardisty terminals will be subject to a USD \$0.04 per BBL receipt terminalling surcharge, which

shall not be Commodity Adjusted and shall be fixed and not subject to annual escalation, but will be converted to and charged in CAD in the manner and upon the occurrence of the events described below. The Canada L3R Surcharge and the foregoing receipt terminalling surcharge will be converted to CAD using the Foreign Exchange Rate, and such utilized conversion rate shall continue to apply until, and shall only be recalculated upon, the occurrence of the first of the following events: (i) if there is an adjustment to the Line 3R Surcharge that is made in accordance with the Line 3R IRS, and (ii) if twelve (12) months have passed since the last foreign exchange adjustment.

- 12.6 The amount of the IJT L3R Surcharge and Canada L3R Surcharge when calculated using the Line 3R IRS, including the Line 3 Replacement Class 4 Estimate, and an estimated Enbridge Mainline throughput of 2,930 kbpd is set forth in Schedule “E” for each route pairing along with a table containing volume ratchet adjustments.

(b) THE LINE 3 MINNESOTA ABANDONMENT SURCHARGE

- 12.7 The Minnesota Abandonment Surcharge will be added to the USD Base IJT Toll. The Minnesota Abandonment Surcharge calculated for each receipt and delivery pairing will be based on the distance each shipment is transported on the Lakehead System. The Minnesota Abandonment Surcharge and its underlying assumptions will be subject to periodic review and modification by the MPUC.

(c) THE LAND MATTERS CONSULTATION INITIATIVE SURCHARGE

- 12.8 The LMCI Surcharge will be added to the CAD Base IJT Toll and the Base CLT Tolls. The LMCI Surcharge will be calculated for each receipt and delivery pairing based on the distance each shipment is transported on the Canadian Mainline. The LMCI Surcharge and its underlying assumptions will be subject to periodic review and modification by the CER.

(d) THE MTS RELOCATION AND TUNNEL SURCHARGES

- 12.9 From and after such time as the Line 5 Credit has been fully spent or incurred by Enbridge or its Affiliates with respect to the Tunnel Project and Relocation Project, additional approved Capital Expenditures made during the Term in respect of the Tunnel Project or Relocation Project that are in excess of the Line 5 Credit (“**Recoverable Line 5 Capital**”) will be recovered from IJT Service Shippers through a surcharge for Recoverable Line 5 Capital related to the Tunnel Project (“the **MTS Tunnel Surcharge**”) or through a surcharge for Recoverable Line 5 Capital related to the Relocation Project (the “**MTS Relocation Surcharge**”), as applicable, which will be added to the USD Base IJT Toll provided that such additional Capital Expenditures have been approved by the RSG pursuant to Article 23.
- 12.10 Fifty (50%) percent of the Recoverable Line 5 Capital will (i) be included in the calculation of the MTS Tunnel Surcharge or MTS Relocation Surcharge, as applicable, in the year for which it was approved pursuant to Article 23, (ii) not accumulate AFUDC, and (iii) start to depreciate over a twenty-eight (28) year stipulated life as it is added to the applicable project surcharge, with Enbridge earning a return on the unamortized balance at an eleven point five (11.5%) percent nominal return on equity, deemed inflation of zero (0%) percent, a capital structure with fifty (50%) percent equity and fifty (50%) percent debt, and the weighted average cost of debt incurred by EEP.
- 12.11 The remaining fifty (50%) percent of Recoverable Line 5 Capital will remain in the construction work in progress account of the Tunnel Project or the Relocation Project, as applicable, and will accrue AFUDC using an eleven-point five (11.5%) percent nominal return on equity rate, a capital structure with fifty (50%) percent equity and fifty (50%) percent debt, and the weighted average cost of debt incurred by EEP.
- 12.12 Once either the Tunnel Project or the Relocation Project, as applicable, is placed into service, the remaining Recoverable Line 5 Capital pertaining to the in-service project(s) will be included in the

calculation of the MTS Tunnel Surcharge or MTS Relocation Surcharge, as applicable, and will begin to depreciate over a twenty-eight (28) year depreciable life.

- 12.13 Enbridge will calculate the amounts of the MTS Relocation Surcharge and MTS Tunnel Surcharge by using the total throughput forecast for the Lakehead System for the forecast period, a twenty-eight (28) year depreciable life, a capital structure with fifty (50%) percent equity and fifty (50%) percent debt, a nominal return on equity of eleven point five (11.5%) percent, deemed inflation of zero (0%) percent and the weighted average cost of debt incurred by EEP.
- 12.14 The approved Recoverable Line 5 Capital amounts will be added to the calculation of the MTS Tunnel Surcharge or MTS Relocation Surcharge, as the case may be, and to the associated construction work in progress account, as applicable, on April 1 of the year following the RSG Vote in which the Recoverable Line 5 Capital was approved, and, at the same time, Enbridge will true-up the MTS Tunnel Surcharge, MTS Relocation Surcharge, and each project's construction work in progress account in a manner that is consistent with the methodology used in each project's Facilities Surcharge Mechanism and that accounts for, *inter alia*: (i) any difference between any approved amounts and any actual approved incurred costs for the prior calendar year, and (ii) any difference in revenue collected that is attributable to the variance between forecast and actual Lakehead System throughputs.
- 12.15 Once the Tunnel Project or the Relocation Project, as applicable, is in-service, the incremental O&A costs related solely to that in-service project will be recovered through the MTS Tunnel Surcharge or MTS Relocation Surcharge, as applicable. If either the Tunnel Project or the Relocation Project are abandoned or cancelled, the remaining approved Recoverable Line 5 Capital related to the abandoned or cancelled project will be included in the MTS Relocation Surcharge or the MTS Tunnel Surcharge, as applicable.
- 12.16 Neither the MTS Relocation Surcharge nor the MTS Tunnel Surcharge will be charged in respect of or applied to CLT Service, and both project surcharges will cease at the expiry of this MTS

Agreement. Following the expiry of this MTS Agreement, any costs or expenditures that are recoverable through the MTS Relocation Surcharge or MTS Tunnel Surcharge, including those items set forth in Articles 26.1 (ii), (iii) and (iv), will be recoverable through the Local Lakehead Tolls.

(e) THE INTERIM PERIOD REFUND SUR-CREDITS

12.17 Enbridge collected excess revenues by charging tolls during the period between the Effective Date and June 30, 2023 that are different from the CLT Tolls and IJT Tolls. Following the approval of this MTS Agreement by the CER, Enbridge will implement separate sur-credits for both CLT Service and IJT Service. A total of two hundred and nineteen million one hundred and eight thousand four-hundred and twenty-five dollars and sixty-nine cents (CAD \$219,108,425.69) (the “**CLT Refund**”) has been designated for the CLT Service refund sur-credit (the “**Interim CLT Sur-Credit**”), and a total of three hundred and seventy-nine million two hundred seven thousand five-hundred and sixty-one dollars and eighty-six cents (CAD \$379,207,561.86) (the “**IJT Refund**”) has been designated for the IJT Service refund sur-credit (the “**Interim IJT Sur-Credit**”). Both Interim Period Refund Sur-Credits will be expressed in a dollar per BBL amount in the manner set forth in Schedule “F”. In addition, both the Interim CLT Sur-Credit and the Interim IJT Sur-Credit (i) are distance adjusted based on distance travelled on the Canadian Mainline, (ii) are Commodity Adjusted, (iii) are applied against the CLT Tolls or the CAD IJT Component, as applicable, and (iv) will be initially calculated and applied so that the CLT Refund and the IJT Refund are returned rateably over the period beginning after this MTS Agreement is approved by the CER and ending on June 30, 2028. The Interim CLT Sur-Credit will cease once the CLT Refund has been returned. Likewise, the Interim IJT Sur-Credit will cease once the IJT Refund has been returned. Enbridge will report to the RSG on the Interim CLT Sur-Credit and the Interim IJT Sur-Credit and will provide a more detailed report to the MTS Management Subcommittee for their review annually. Enbridge may adjust the Interim Period Sur-Credits, as required, to ensure

amounts are returned rateably to Shippers. If either Interim Period Refund Sur-Credit has not returned its designated amount by June 30, 2028, then the applicable Interim Period Refund Sur-Credit will be increased such that Enbridge returns the entire designated amount prior to the expiry of the Term.

(f) THE COLLAR TRUE-UP SURCHARGE OR TRUE-UP SUR-CREDIT

12.18 If the MTS Financial Return for the Enbridge Mainline, as a whole, calculated pursuant to Article 11, is greater than fourteen-point five (14.5%) percent (the “**Collar Ceiling**”) or less than eleven (11.0%) percent (the “**Collar Floor**”) (such range between the Collar Ceiling and the Collar Floor, the “**Collar**”), Enbridge will calculate the dollar amount of the change in revenue (such amount, the “**True-Up Amount**”) that would have resulted in the after-tax MTS Financial Return for the Enbridge Mainline, as a whole, for such prior calendar year, increasing to eleven (11.0%) percent (if the initial MTS Financial Return was below the Collar Floor) or decreasing to fourteen-point five (14.5%) percent (if the initial MTS Financial Return was greater than the Collar Ceiling). The True-Up Amount will be converted to a separate unit rate surcharge or unit rate sur-credit for each of the Canadian Mainline and Lakehead System. The separate unit rate surcharge or unit rate sur-credit for each of the Canadian Mainline and Lakehead System will be calculated based on transportation of LCE Petroleum on the Canadian Mainline or Lakehead System, as applicable, and using the LCE BBL miles forecasted for the Canadian Mainline or Lakehead System, as applicable, for the then current calendar year, and then such amounts will be Commodity Adjusted and distance adjusted for route pairings on the Canadian Mainline or Lakehead System, as applicable. The unit rate surcharge (the “**True-Up Surcharge**”) or unit rate sur-credit (the “**True-Up Sur-Credit**”), as applicable, will be applied to the CAD Base IJT Toll and Base CLT Toll for the Canadian Mainline and applied to the USD Base IJT Toll for the Lakehead System until such point that the True-Up Amount has been collected (in the case of a True-Up Surcharge) or refunded (in the case of a True-Up Sur-Credit), as applicable during the twelve (12) month period commencing July 1 (the “**True-**

Up Recovery Period”). If, however, the MTS Financial Return of only one of the Canadian Mainline or Lakehead System is outside of the Collar, then the required True-Up Surcharge or True-Up Sur-Credit will be applied solely to the base tolls on the system that is outside of the Collar until such point that the MTS Financial Return of the Enbridge Mainline, as a whole, reaches the Collar Floor (in the case of a True-Up Surcharge) or reduces to the Collar Ceiling (in the case of a True-Up Sur-Credit).

12.19 Enbridge will provide the results of any MTS Financial Return calculation and, if applicable, Enbridge’s calculation of any True-Up Amount, and any applicable True-Up Surcharge or True-Up Sur-Credit to the MTS Management Subcommittee by April 1 of each year and prior to implementing any new or revising any existing True-Up Surcharge or True-Up Sur-Credit. Any True-Up Surcharge or True-Up Sur-Credit with respect to the prior calendar year will be effective and commence as of the next ensuing True-Up Recovery Period. The True-Up Surcharge or True-Up Sur-Credit will collect (in the case of a True-Up Surcharge) or return (in the case of a True-Up Sur-Credit) the True-Up Amount by the end of the True-Up Recovery Period. In the event that the True-Up Amount has not been fully collected or returned, or if such True-Up Amount has been over-collected or over-returned, by the end of the True-Up Recovery Period, then any difference in the amounts actually collected or returned and the True-Up Amount will be applied and set off against and or otherwise incorporated into any True-Up Amount for the next ensuing True-Up Recovery Period until such time as it is fully collected or returned, as applicable. Example calculations that demonstrate how the MTS Financial Return and the True-Up Surcharge or True-Up Sur-Credit will be calculated are set forth in Schedule “G”.

12.20 Enbridge will calculate any True-Up Surcharge or True-Up Sur-Credit, as the case may be, required in respect of the year 2027 and will implement such surcharge or sur-credit in the period beginning July 1, 2028 and ending December 31, 2028. If there are any further adjustments required at the end of the Term, including in respect of the year 2028, the revenues or costs associated with those

adjustments will be credited or debited against the annual revenue requirement of the next toll settlement or cost of service filing, as applicable.

(g) PROSPECTIVE COLLAR TRUE-UP SURCHARGE AND PROSPECTIVE COLLAR TRUE-UP SUR-CREDIT

- 12.21 If, during the then current year of the Term, Enbridge forecasts that the MTS Financial Return for the Enbridge Mainline, as a whole, for the then current year will exceed the Collar Ceiling or fall below the Collar Floor based on a combination of actual data and Enbridge's then current forecast data and Enbridge provides the MTS Management Subcommittee with three (3) consecutive months of data or evidence of a Volume Event that provides support for Enbridge's forecasted MTS Financial Return and the MTS Management Subcommittee agrees, Enbridge will calculate the dollar amount that it forecasts will be required for the after-tax MTS Financial Return for the Enbridge Mainline, as a whole, for such current year, to decrease to the Collar Ceiling (if the forecast MTS Financial Return is greater than the Collar Ceiling) or to increase to the Collar Floor (if the forecast MTS Financial Return is below the Collar Floor) (such dollar amount, the "**Forecast True-Up Amount**"). Enbridge will thereafter implement a "**Prospective Collar Surcharge**" or "**Prospective Collar Sur-Credit**", as the case may be, for the remainder of the then-current year or until June 30 of the following year, at the latest, if the amount of the surcharge or sur-credit is substantive to collect or return the Forecast True-Up Amount. For clarity, the Forecast True-Up Amount collected through the Prospective Collar Surcharge or disbursed pursuant to a Prospective Collar Sur-Credit is intended to be a more timely financial correction of the annual True-Up Amount contemplated as per Articles 12.18 to 12.20. If the results of Enbridge's forecasting activities indicate that only the Canadian Mainline is expected to cause the Enbridge Mainline MTS Financial Return to fall outside of the Collar, then Enbridge will only apply the Prospective Collar Surcharge or Prospective Collar Sur-Credit to the Base CLT Tolls and CAD Base IJT Tolls. Conversely, if the results of Enbridge's forecasting activities indicate that only the Lakehead

System is expected to cause the Enbridge Mainline MTS Financial Return to fall outside the Collar, then Enbridge will only apply the Prospective Collar Surcharge or Prospective Collar Sur-Credit to the USD Base IJT Tolls.

- 12.22 If Enbridge implements any Prospective Collar Surcharge or Prospective Collar Sur-Credit pursuant to Article 12.21, and either Party believes that it needs to be adjusted, then Enbridge may further modify, subject to the agreement of the MTS Management Subcommittee, the amounts of any such Prospective Collar Surcharge or Prospective Collar Sur-Credit. The process Enbridge will use to implement any Prospective Collar Surcharge or Prospective Collar Sur-Credit pursuant to Article 12.21 as well as example calculations are set forth in Schedule “L”.
- 12.23 If Enbridge implements any Prospective Collar Surcharge or Prospective Collar Sur-Credit pursuant to Article 12.21 in respect of a year in the Term, Enbridge will calculate the MTS Financial Return in accordance with Article 11. For clarity, such calculation will exclude any amounts collected or disbursed under the Prospective Collar Surcharge or Prospective Collar Sur-Credit. If the MTS Financial Return calculated in respect of any such year is within the Collar, then Enbridge will fully reverse the amount collected or disbursed under the Prospective Collar Surcharge or Prospective Collar Sur-Credit, as applicable, through the True-Up Surcharge or True-Up Sur-Credit, as applicable, which, for clarity may result in the implementation of a True-Up Surcharge or True-Up Sur-Credit that would not have otherwise been implemented and, notwithstanding Article 12.18, Enbridge and the MTS Management Subcommittee will agree on the time period over which the reversal will be made. If the MTS Financial Return calculated in respect of any such year falls outside of the Collar, then Enbridge will calculate the True-Up Amount for the ensuing True-Up Recovery Period in accordance with Articles 12.18 through 12.20 and Enbridge will apply the full amount collected or disbursed under the Prospective Collar Surcharge or Prospective Collar Sur-Credit against such True-Up Amount in determining the True-Up Surcharge or True-Up Sur-Credit. If at the time of the calculation of the MTS Financial Return, the total amount collected or

disbursed pursuant to the Prospective Collar Sur-Charge or Prospective Collar Sur-Credit has not been finally determined, Enbridge will make any further adjustments required to correct for the difference between forecast and actual throughput in the subsequent period's True-Up Amount.

(h) THE NON-PERFORMANCE PENALTY CREDIT

12.24 Enbridge and its Affiliates are entitled, pursuant to the Transportation Rules and Regulations, to apply the Non-Performance Penalty to Shippers in the circumstances prescribed in the Transportation Rules and Regulations. Following the approval of this MTS Agreement by the CER, Enbridge will apply the Non-Performance Penalty Credit to each of the Base CLT Tolls and CAD Base IJT Tolls to refund to all Shippers the aggregate Non-Performance Penalty revenues collected by Enbridge and its Affiliates in the prior calendar year. The Non-Performance Penalty Credit will (i) be expressed in a dollar per BBL amount, (ii) be distance adjusted based on distance travelled on the Canadian Mainline (but will not be Commodity Adjusted), (iii) be calculated so that the aggregate Non-Performance Penalty revenues collected by Enbridge and its Affiliates in the prior calendar year shall be fully refunded to the Shippers within the calendar year following such collection, and (iv) will cease once the aggregate Non-Performance Penalty revenue collected by Enbridge and its Affiliates in the prior calendar year has been returned to the Shippers. Enbridge will report to the RSG on the Non-Performance Penalty Credit annually and make any adjustments required to ensure the return of the Non-Performance Penalty revenues to Shippers within the calendar year following the collection of such revenues.

(i) OTHER SURCHARGES AS AGREED TO BY THE PARTIES

12.25 Enbridge and the RSG may agree to implement other surcharges pursuant to Article 21.1. The inclusion of revenues and costs associated with any such surcharges in the Enbridge Mainline MTS Financial Return calculations will be the subject of negotiation and agreement between the Parties.

13. TANKAGE TOLLS

13.1 The tolls for receipt and delivery tankage set forth in Schedule “D” are in addition to and separate from both the CLT Tolls and IJT Tolls. The receipt and delivery tankage fees in Canada shall be determined and adjusted in accordance with Article 15.1.

14. ALLOWANCE OIL REVENUE

14.1 Enbridge and its Affiliates may deduct or collect in kind as Allowance Oil a percentage of all Petroleum delivered off the Enbridge Mainline in the amount of one twentieth ($\frac{1}{20}$) of one (1%) percent of the volume of Petroleum physically delivered for CLT Service, and one tenth ($\frac{1}{10}$) of one (1%) percent of the volume of Petroleum physically delivered for IJT Service. Allowance Oil volumes collected from IJT Service shipments will be divided equally between the Canadian Mainline and the Lakehead System, with each system receiving one twentieth ($\frac{1}{20}$) of one (1%) percent.

14.2 Enbridge will and will cause its Affiliates to resell the Allowance Oil collected pursuant to this Article 14 to its Shippers at the unit price:

- (a) for Crude Petroleum that is determined in accordance with Enbridge’s Practice Applicable to Automatic Balancing;
- (b) for NGLs that are furnished by NGL Shippers who (i) received deliveries of NGL off the Enbridge Mainline in such month or (ii) hold an Over/Short Position in the Enbridge Mainline at the end of a month; or
- (c) for Refined Petroleum Products that are furnished by Refined Petroleum Product Shippers for the purpose of balancing deliveries of Refined Petroleum Product batches.

14.3 Enbridge will invoice (i) CLT Service Shippers in CAD for one hundred (100%) percent of their Allowance Oil purchases, (ii) IJT Service Shippers in CAD for fifty (50%) percent of their

Allowance Oil purchases. EELP will invoice IJT Service Shippers in USD for the remaining fifty (50%) percent of their Allowance Oil purchases.

- 14.4 In the event that a Shipper does not furnish a price for NGLs or Refined Petroleum Product balancing or if Enbridge, acting reasonably, considers the price so furnished to be unreasonable, then, in the case of NGLs, the Allowance Oil price shall be equal to the simple average of all the prices accepted for that product stream received from all other Shippers whose furnished price has been accepted by Enbridge as reasonable. If no Shipper furnishes reasonable NGL prices, the Allowance Oil price shall be determined by Enbridge. In the case of Refined Petroleum Products, the Allowance Oil price shall be equal to the sum of the calendar month average for West Texas Intermediate, as reported by New York Mercantile Exchange, plus the Onex/NGX blended volume weighted differential of Mixed Sweet Blend, multiplied by one hundred and five (105%) percent, and further multiplied by the Foreign Exchange Rate.

PART VI – ADJUSTMENTS & ESCALATIONS

15. TANKAGE ADJUSTMENTS

- 15.1 A tankage revenue requirement of fifty-six million eight hundred and twelve thousand and four hundred (CAD \$56,812,400) Canadian dollars will be used to determine receipt and delivery tankage fees in Canada in effect on July 1, 2021. In accordance with the RT Rules and Regulations Tariff, a volume forecast will then be used to determine the tankage fees in effect on July 1 of each year of the Term starting on July 1, 2024 in accordance with the Declining Bracket Rate Mechanism. If the actual revenues collected for tankage fees are greater than, or less than, what the tankage revenue requirement was for the applicable year then such difference will be used to subtract from or add to, as applicable, the next year's tankage revenue requirement. Delivery tankage fees are designed as postage stamp tolls and determined by dividing the total combined tankage revenue requirement by the total tankage throughput from the prior calendar year. The revenue requirement for delivery tankage is not subject to any annual escalation. Shippers will be

required to pay the applicable receipt and delivery tankage fees for volumes transported pursuant to IJT Service or CLT Service. If Enbridge or its Affiliates propose to vary the toll design and regulatory treatment of tankage fees, Enbridge shall first consult with the RSG.

16. ANNUAL OPERATION & ADMINISTRATIVE COST ESCALATOR

16.1 On July 1 of each year during the Term starting on July 1, 2024, the initial O&A cost components of the CAD Base IJT Tolls, the USD Base IJT Tolls, and the Base CLT Tolls set forth in Schedule “K” will be escalated by one hundred (100%) percent of the year-over-year change in the annual average US CPI-U reported for the prior calendar year (the “**O&A Escalator**”). Example calculations are set forth in Schedule “H”.

17. POWER ESCALATOR

17.1 The power cost components of the applicable CAD Base IJT Toll, USD Base IJT Toll, and Base CLT Toll set forth in Schedule “K” were calculated using the total Enbridge Mainline power costs (excluding drag reducing agent) for the Canadian Mainline and Lakehead System in the 2,930 kbpd Test Year MTS Financial Return case, which are included in the MTS Financial Model. On July 1 of each year during the Term starting on July 1, 2024, the power cost components of the CAD Base IJT Tolls and Base CLT Tolls set forth in Schedule “K” will be escalated by the year-over-year percentage increase, as compared to the prior calendar year, of the power consumption weighted average power indices for each Province in which Canadian Mainline assets are located, and the power cost components of the USD Base IJT Tolls will be escalated by the year-over-year percentage increase, as compared to the prior calendar year, of the power consumption weighted average power prices for each State in which the Lakehead System assets are located (each, a “**Power Escalator**”). For clarity, the escalation that takes place on July 1, 2024 will compare the public power price/index data from 2023 against power data from 2022. Each calculation will rely on publicly available data from Statistics Canada and the Energy Information Administration, as applicable, and be based on the twelve (12) months data for the prior calendar year. The power

consumption weighting for each Province or State was determined with reference to the power consumption by Province or State set out in the MTS Financial Model Test Year and such power consumption weightings for each Province or State will remain constant throughout the Term. The power consumption weightings, calculation methodology, data sources for power prices and indices, and example calculations are set forth in Schedule “I”.

18. NO NEGATIVE ESCALATION

- 18.1 If the year-over-year percentage change calculated for the O&A Escalator or for either the Canadian Mainline or Lakehead System Power Escalator is negative in any year of the Term, the O&A cost component or power cost component, as applicable, of the CAD Base IJT Toll, USD Base IJT Toll, and CLT Toll will not be adjusted, but the calculated negative percentage change shall be carried forward (the “**Carry Forward Offset Amount**”) and applied to set off any increase caused by the O&A Escalator or Power Escalators, as applicable, in the following year, and, if necessary, the following subsequent years until such Carry Forward Offset Amount has been fully set off, provided that the set off of the Carry Forward Offset Amount will not result in a negative escalation. Example applications of the Carry Forward Offset Amount are set forth in Schedule “J”.

19. REQUIRED REGULATORY ADJUSTMENTS

- 19.1 Enbridge may, after consulting with the RSG, adjust the Base CLT Tolls that apply to routes that originate in Western Canada and terminate at the International Boundary near Gretna Station to ensure that the IJT Toll meets the regulatory requirement that an international joint toll should not exceed the sum of the intermediate rates that together constitute the rate for joint transportation. For clarity, no adjustment made pursuant to this Article 19.1 will affect the Base CLT Tolls for route pairings other than those to the International Boundary near Gretna Station nor will such adjustments affect the IJT Tolls, the USD Base IJT Tolls, the CAD Base IJT Tolls or any other tolls payable pursuant to this MTS Agreement.

20. PROCESS FOR TOLL ADJUSTMENTS

20.1 Prior to filing any of the adjustments contemplated by Articles 12.17, 12.18, 12.21, 12.22, 12.23, 16.1, 17.1 or 19.1 of this MTS Agreement, Enbridge will provide reasonable advance notice to the RSG regarding the forthcoming adjustment. Concurrently with the foregoing notice to the RSG, Enbridge will provide the MTS Management Subcommittee with a separate notice that includes sufficient information and details and is provided with sufficient time to allow the MTS Management Subcommittee to verify every such adjustment. Enbridge will provide the MTS Management Subcommittee with an Excel version of the MTS Financial Model to assist their review, if necessary.

21. CONTINGENT TOLL ADJUSTMENTS

21.1 In addition to the annual toll escalations and adjustments described in this Part VI and subject to CER approval, the Base CLT Tolls, CAD Base IJT Tolls, USD Base IJT Tolls, and any existing surcharges may be adjusted or new surcharges may be added provided that an issue resolution sheet containing the proposed modification is approved pursuant to an RSG Vote.

PART VII – LINE 5

22. LINE 5 SPENDING PRINCIPLES

22.1 Enbridge and its Affiliates may, in connection with its development of the Relocation Project and the Tunnel Project, incur prudent Capital Expenditures that will have regard for (i) any required or advisable regulatory approval, (ii) the time required to obtain such approvals, (iii) Enbridge's and its Affiliates' existing or future contractual obligations with respect to the Tunnel Project or Relocation Project, (iv) any Order or direction issued by a Government Authority, and (v) other factors, including safety and environmental stewardship, that are reasonably considered to be relevant by prudent operators. Any such Capital Expenditures for each of the Tunnel Project and Relocation Project will be recorded in separate accounts and will not form part of Enbridge's O&A Costs.

23. LINE 5 REPORTING AND SPENDING APPROVAL

- 23.1 By September 30 of each year during the Term, Enbridge will provide the Line 5 Projects Subcommittee with separate draft reports for each of the Relocation Project and Tunnel Project (“**Annual Update Report(s)**”) that will include with respect to each project: (i) actual project costs to date, including a reconciliation to prior planned, forecasted or budgeted costs, and (ii) planned expenditures, schedule, and commitments for the remainder of the year and all future years through the expected in-service date. In addition, the Annual Update Reports will identify with respect to each project: (a) progress to date, (b) planned project scope, (c) planned activities for the following year, and (d) the potential implications resulting from the RSG’s failure to approve the spend requested in an Annual Update Report pursuant to an RSG Vote.
- 23.2 The RSG may provide feedback on any of the draft Annual Update Reports, which Enbridge, in its discretion, may choose to incorporate into the final versions of the Annual Update Reports. The Annual Update Reports will be submitted by Enbridge to separate RSG Votes for approval of each project’s proposed spend for both the upcoming year and all remaining years up to the in-service date of the applicable project. In addition to each project’s approved amount, Enbridge and its Affiliates may collectively spend additional contingency amounts, which are limited to the lower of ten (10%) percent of the approved amounts for the then-current year or twenty-five million (USD \$25,000,000) United States dollars per project. Notwithstanding the foregoing and unless otherwise agreed to by Enbridge and the RSG, Enbridge and its Affiliates may not apply any such additional contingency amounts to scopes of work that were not approved as part of the project plan for the year. For clarity, Enbridge must seek approval of the RSG for additional amounts above the contingency amounts described above.
- 23.3 Enbridge will conduct an RSG Vote in respect of each project by November 30 of each year. For clarity, an RSG Vote may result in the approval of the Annual Update Report for one project but not the other. Each RSG Vote must result in approval, in accordance with the requirements of the

RSG Agreement, of the Annual Update Report in order for the proposed amounts of spend to be added to the MTS Relocation Surcharge or MTS Tunnel Surcharge, as applicable. If any Annual Update Report is not approved by the RSG, and, notwithstanding such non-approval, Enbridge and EELP elect to proceed with the development of the Tunnel Project or the Relocation Project as set forth in such non-approved Annual Update Report, then (i) Enbridge and EELP shall separately track any Capital Expenditures or others costs relating to the non-approved Annual Update Report and report such amounts to the RSG in future Annual Update Reports, and (ii) Enbridge and the RSG agree, for the remainder of the Term, that (a) all such separately tracked amounts will be excluded from the MTS Relocation Surcharge or MTS Tunnel Surcharge, as applicable, and the calculation of the MTS Financial Return, and (b) all revenues attributable to the MTS Relocation Surcharge or MTS Tunnel Surcharge will be credited against the revenue requirement of the MTS Relocation Surcharge or MTS Tunnel Surcharge, as applicable, and not against any such separately tracked amounts.

23.4 Enbridge will provide the initial Annual Update Reports to the RSG within thirty (30) days of the CER's approval of this MTS Agreement, and Enbridge will schedule the initial RSG Votes within sixty (60) days of the CER's approval of this MTS Agreement. All of the Capital Expenditures relating to the Relocation Project and the Tunnel Project that have been prudently incurred by the date of the initial RSG Vote are deemed approved.

23.5 If there is a material change to any existing law or if there is any new law, regulation, Order or directive of a Canadian or US governmental, tribunal, or regulatory body that is enacted, promulgated, issued or adopted during the Term that could materially impact Enbridge's or its Affiliate's plan (project scope, costs, and in-service date) for either the Relocation Project or the Tunnel Project or if Enbridge or its Affiliates has or expects that it may exceed any prior approved spend, then Enbridge will revise and reissue each Annual Update Report, provide the RSG with an

opportunity to provide feedback, and submit the final and revised Annual Update Reports to an RSG Vote for approval in accordance with Article 23.3 as soon as is reasonably practical.

23.6 In addition to the Annual Update Reports contemplated by Article 23.1, Enbridge will meet quarterly with the RSG to provide further updates relating to both the Relocation Project and Tunnel Project.

23.7 Neither Enbridge nor its Affiliates may recover the costs associated with any Impermissible Monetary Consequences from Shippers through the MTS Tunnel Surcharge, MTS Relocation Surcharge, or tolls, nor shall Enbridge or its Affiliates include or submit any such costs in the calculation of the MTS Financial Return or for approval in either Annual Update Report.

23.8 If the Line 5 Tunnel Project is used as a utility corridor, Enbridge and the RSG agree that the Parties will have good faith negotiations regarding revenue and cost allocation between shippers and any other utility corridor users.

24. LINE 5 CLASS 4 COST ESTIMATES FOR THE TUNNEL AND RELOCATION PROJECTS

24.1 Enbridge will develop a Class 4 cost estimate for each of the Tunnel Project and Relocation Project when it is prudent to do so, and Enbridge will subsequently provide those Class 4 cost estimates to the RSG and CAPP.

25. LINE 5 CAPITAL TREATMENT

25.1 Enbridge and its Affiliates will permanently exclude the asset and facilities that were fully reimbursed by the Line 5 Credit from the Enbridge Mainline rate base both during and after the Term. For the purpose of applying the Line 5 Credit against future Capital Expenditures, Enbridge and its Affiliates will convert any future US denominated Capital Expenditures that are incurred in a particular month to CAD using the Foreign Exchange Rate for the corresponding month. If Enbridge and its Affiliates do not collectively incur six hundred and forty-four million (CAD \$644,000,000) Canadian dollars of additional Capital Expenditures on the Tunnel Project and

Relocation Project by September 30, 2027, Enbridge will refund any amounts that are not expected to be spent by the end of the Term through a new sur-credit to the IJT Tolls for shipments transported pursuant to IJT Service in the final year of the Term. The amount of the foregoing sur-credit will be based on the difference between the total Line 5 Credit and the sum of any already incurred Capital Expenditures and any Capital Expenditures approved by the RSG through the end of the Term.

26. LINE 5 CANCELLATION AND COST RECOVERY

26.1 If any of the following circumstances arise:

- (a) any spend requested in an Annual Update Report is not approved pursuant to an RSG Vote;
- (b) Enbridge, in its sole discretion, cancels the Relocation Project or the Tunnel Project; or
- (c) Line 5 is permanently shut down;

then Enbridge and the RSG agree that:

- i. Enbridge and EELP may benefit from the protection provided by the Collar;
- ii. Enbridge and EELP are entitled to recover any Recoverable Line 5 Capital that have been incurred or committed to through the MTS Relocation Surcharge or MTS Tunnel Surcharge, as applicable;
- iii. If Enbridge or EELP proceed with the decommissioning or dismantlement, removal and restoration of all or any of the Tunnel Project, the Relocation Project or Line 5, Enbridge and EELP may apply the remaining portion of the Line 5 Credit, if any, against Capital Expenditures and other costs incurred with respect to the decommissioning or dismantlement, removal, and restoration of the Tunnel Project, the Relocation Project and Line 5 and Enbridge and EELP are entitled to recover all prudently incurred Capital Expenditures in excess of the Line 5 Credit that are associated with the

decommissioning or dismantlement, removal, and restoration of the Tunnel Project, the Relocation Project, and Line 5 through either the MTS Tunnel Surcharge or MTS Relocation Surcharge; and

- iv. Enbridge and EELP are entitled to recover any unrecovered Line 5 rate base through current and future tolls if Line 5 is permanently shut down.

26.2 If any of the circumstances set forth in Article 26.1 arise and if the Line 5 Credit has not been fully expended, Enbridge and EELP will implement a new sur-credit applicable to the IJT Tolls to return the remaining portion of the Line 5 Credit that is not required for the decommissioning or dismantlement, removal, and restoration of Line 5. If implemented, this sur-credit will return such amounts to Shippers in and by the end of the following calendar year or by June 30, 2028, whichever is earlier.

PART VIII – REPRESENTATIVE STAKEHOLDER GROUP MATTERS

27. REPRESENTATIVE STAKEHOLDER GROUP AGREEMENT

27.1 The Amended Representative Shipper Group Revised Agreement dated May 25, 2023 is amended and restated in the form attached hereto as Schedule “M” as of the date this MTS Agreement is approved by the CER.

28. FORMATION OF MTS MANAGEMENT SUBCOMMITTEE AND LINE 5 PROJECT SUBCOMMITTEE

28.1 Within sixty (60) days following the approval of the MTS Agreement by the CER, the RSG shall form a subcommittee comprised of RSG Member representatives that are designated by their RSG Member for the purpose of identifying issues and managing the MTS Agreement on behalf of Shippers (the “**MTS Management Subcommittee**”). The RSG Member representatives participating in the MTS Management Subcommittee must maintain the confidentiality of any information provided by Enbridge in accordance with the requirements of the Representative Stakeholder Group Agreement. A representative of the MTS Management Subcommittee will

report on the progress of the subject issue(s) at RSG meetings, as required, until a recommendation is brought forward to the RSG for review and final vote pursuant to the Representative Stakeholder Group Agreement.

- 28.2 Within sixty (60) days following the approval of the MTS Agreement by the CER, the RSG shall form a subcommittee comprised of RSG Member representatives that are designated by their RSG Member for the purpose of identifying issues and managing communications with respect to the Tunnel Project and the Relocation Project (the “**Line 5 Projects Subcommittee**”). The RSG Member representatives participating in the Line 5 Projects Subcommittee must maintain the confidentiality of any information provided by Enbridge in accordance with the requirements of the Representative Stakeholder Group Agreement. A representative of the Line 5 Projects Subcommittee will report on the progress of the subject issue(s) at RSG meetings, as required, until a recommendation is brought forward to the RSG for review and final vote pursuant to the Representative Stakeholder Group Agreement.

29. FORMATION OF RENEGOTIATION SUBCOMMITTEE

- 29.1 Eighteen (18) months prior to the end of the Term, the RSG shall form a subcommittee comprised of representatives designated by their respective RSG members to negotiate a successor settlement agreement to this MTS Agreement (the “**Renegotiation Subcommittee**”). Enbridge and the Renegotiation Subcommittee will use reasonable efforts to meet regularly and as required following its formation to have good faith and arm’s length negotiations concerning a new settlement agreement.

PART IX – CAPITAL EXPENDITURES AND OTHER RSG REPORTING AND APPROVALS

30. CAPITAL EXPENDITURES

30.1 During the Term, Enbridge and its Affiliates will be responsible for all Capital Expenditures, and the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls will not be adjusted on account of the nature or amount of any Capital Expenditures, unless otherwise provided herein.

31. MAJOR CAPITAL PROJECT APPROVALS

31.1 Enbridge will consult with and seek approval from the RSG pursuant to an RSG Vote prior to Enbridge or its Affiliates proceeding with any Major Capital Project. In seeking any such approval, Enbridge will provide the RSG with information on the project scope, classified cost estimates, and a justification for proceeding with the Major Capital Project. Notwithstanding the foregoing, Enbridge or its Affiliates may proceed with a Major Capital Project if the project is the subject of an executed Backstopping Agreement with a supporting Shipper.

31.2 Enbridge will maintain a separate rate base for all Backstopping Agreements entered into after January 1, 2023. The assets that are the subject of these new Backstopping Agreements will be permanently excluded from the Enbridge Mainline's recoverable rate base and the costs and revenues associated with such Backstopping Agreements will be excluded from the calculation of the MTS Financial Return. For clarity, no Backstopping Agreement shall include transmission facilities.

32. AFFILIATE TRANSACTION APPROVALS

32.1 With the exception of the Affiliate and self-power transactions described in Article 36, Enbridge will consult with and seek approval from the RSG for any planned Capital Expenditures or procurements involving or made for the benefit of any Enbridge Affiliate if the planned Capital Expenditures or procurement exceeds or is expected to exceed ten million (CAD \$10,000,000) Canadian dollars or if the duration of the Affiliate contract is expected to extend past the end of the Term.

33. NO OTHER APPROVALS REQUIRED

33.1 Other than the approvals set forth in Articles 23, 31, and 32, Enbridge is not required to obtain any other approval from the RSG in respect of any project, including in respect of any Integrity Capital project.

34. NO OBLIGATION TO PROCEED WITH ANY PROJECT

34.1 Enbridge is not obligated to proceed with any project, including those proposed by a supporting Shipper.

35. CAPITAL REPORTING

35.1 By April 1 of each year of the Term, Enbridge will provide a report to the RSG detailing the Enbridge Mainline capital, maintenance, and integrity programs (“**CMI Report**”). The CMI Report will include details for any individual items that exceed fifty million (CAD \$50,000,000) Canadian dollars. By April 1 of each year of the Term, Enbridge will also provide the total rate base amount associated with all Backstopping Agreements.

36. POWER TRANSACTION REPORTING

36.1 By April 1 of each year of the Term, Enbridge will provide an annual report to the RSG detailing (i) all Affiliate and self-power related expenditures or arrangements proposed to be made in respect of the Enbridge Mainline within the next calendar year and (ii) all Affiliate or self-power related expenditures incurred by Enbridge or EELP relating to the Enbridge Mainline within the prior calendar year (the “**Power Report**”). The Power Report will demonstrate the prudence and cost competitiveness of any Affiliate or self-power agreements or transactions at the time the agreement or transactions were made or are expected to be made.

37. REPORTING ON FINES, PENALTIES, DAMAGES, AND REMEDIAL ACTIONS

37.1 To the extent that Enbridge, EELP or any other Enbridge Affiliate (i) receive notice of or are subject to fines or penalties issued by any Government Authority or (ii) have any judgements for punitive damages rendered against them by a Government Authority having jurisdiction over the Enbridge

Mainline, in each case in connection with the operation or development of the Enbridge Mainline or any part thereof, Enbridge will report any such fines, penalties, or punitive damages and any remedial or corrective work undertaken in response to such fines, penalties, or punitive damages to the MTS Management Subcommittee.

PART X – GENERAL

38. ACCOUNTING

38.1 Enbridge will continue to use flow through tax accounting as directed by the NEB in Order TO-1-92.

39. AFFILIATES

39.1 Enbridge and EELP will continue to abide by the Enbridge Canadian Affiliate Relationship Code and the Enbridge US FERC Code of Conduct, as applicable. Enbridge and EELP shall review and, if required, update the Enbridge Canadian Affiliate Relationship Code and the Enbridge US FERC Code of Conduct within six (6) months from the date of approval of this MTS Agreement.

40. AUDIT

40.1 Upon sixty (60) days written notice to Enbridge and subject to Enbridge's confidentiality obligations to third parties, the MTS Management Committee may engage an independent accountant or other auditor at its expense to conduct a review of the Enbridge Mainline's financial results and of all data and information related to and necessary to establish compliance with this MTS Agreement, including the calculation of the MTS Financial Return, provided that no audit shall be initiated any later than twelve (12) months from the end of the Term. The independent accountant or auditor will enter into a confidentiality agreement with Enbridge to ensure non-disclosure of confidential and commercially sensitive information, and Enbridge will use commercially reasonable efforts to assist the completion of the audit on a timely basis, during normal business hours. The RSG may exercise the audit right set out in this Article 40.1 once every

calendar year during the Term. No exercise of the audit right will compromise the right of a Shipper to challenge the inclusion of any unreasonable or imprudent costs before the applicable regulator.

41. CER FILINGS

41.1 In each year, Enbridge will make the filings required by the CER Filing Manual, as amended from time to time, and Enbridge will provide these filings to the MTS Management Subcommittee upon request.

42. DISPUTE RESOLUTION

42.1 In the event of a dispute between Enbridge and any Shipper (or group of Shippers) concerning the interpretation of or in relation to any rights or obligations under this MTS Agreement (“**Dispute**”), either Enbridge or the Shipper(s) may provide written notice to the other(s) (“**Dispute Notice**”) outlining the Dispute in reasonable detail and invoking this dispute resolution process following which any limitations period applicable to such Dispute shall be suspended for ninety (90) days. Within fourteen (14) business days following the receipt of a Dispute Notice, Enbridge and the disputing Shipper(s) will each appoint a representative to appreciate and assess the Dispute and that has the authority to negotiate and attempt to resolve the Dispute. If the Dispute is not resolved within ninety (90) days following the receipt of the Dispute Notice or, if mutually agreed to, an extension of such ninety (90) day period, the negotiations will be deemed to have failed and either Enbridge or the Shipper(s) may refer the Dispute to the CER or any other applicable regulator for resolution. Notwithstanding the foregoing, all Parties retain all rights for dispute resolution with any applicable regulator.

43. END OF TERM MATTERS

43.1 Absent agreement of the Renegotiation Subcommittee with respect to a successor settlement agreement, and approval by the CER for the successor settlement agreement to be effective upon the expiry of the MTS Agreement, the Base CLT Tolls, CAD Base IJT Tolls, USD Base IJT Tolls, and all applicable surcharges (with the exception of the L3R Surcharge) that are in effect on the

last day of the Term will automatically form part of new interim tolls until a new tolling framework is approved by the CER and implemented by Enbridge. Following the expiry of this MTS Agreement, the L3R Surcharge will continue to be calculated in accordance with the terms of the Line 3R IRS.

- 43.2 If there are any remaining true-up adjustments or Carry Forward Offset Amount at the end of the Term, the revenue or costs associated with those adjustments will be reserved and credited or debited against the annual revenue requirement of the next toll settlement or cost of service filing, as applicable.

44. ENTIRE AGREEMENT

- 44.1 This MTS Agreement replaces and supersedes all prior or contemporaneous commitments, understandings, term sheets or agreements, whether oral, written or implied, between the Parties with respect to the subject matter hereof, except to the extent that such agreements are referenced herein.

45. GENERAL TANKAGE PRINCIPLES

- 45.1 If Enbridge or its Affiliates elects to build additional Enbridge Mainline tankage during the Term, including additional tank capacity for Breakout Service, Enbridge will inform the RSG prior to starting construction and consult with the RSG on the proposed service category prior to including the associated Capital Expenditures in the Canadian Mainline rate base.
- 45.2 If EELP elects to build additional Enbridge Mainline tankage during the Term, including additional tank capacity for Breakout Service, EELP will negotiate with CAPP for the recovery of the associated Capital Expenditures in the Local Lakehead Tolls.
- 45.3 EPI and EELP will not build any receipt or delivery tanks for connecting carriers.

46. NOTICE OF CHANGE IN CERTAIN POLICIES AND REGULATION

46.1 Enbridge will notify the RSG of any changes to any of Enbridge's or of Enbridge's Affiliates' corporate or business unit overhead allocation, capitalization, and other policies that affect the inputs or variables in the MTS Financial Return.

46.2 Enbridge will notify the RSG of any major regulatory change or change in law that results in additional Capital Expenditures or O&A costs being spent by Enbridge or its Affiliates on the Enbridge Mainline.

47. PRO-FORMA TARIFF

47.1 The MTS Pro-Forma Tariff is attached hereto as Schedule "P".

48. LEVELS OF SERVICE

48.1 The Enbridge Mainline level of service as of the date hereof shall be maintained during the Term. If there is a material change that affects the overall ratability, reliability or predictability of service, or quality of Crude Petroleum on the Enbridge Mainline, Enbridge will consult with the RSG.

49. SOURCE DATA

49.1 In the event that any publication or data source referred to in this MTS Agreement and required for the calculations set forth herein ceases to be published, the Parties shall negotiate in good faith on a suitable replacement in a timely fashion.

MTS Agreement Schedules

Table of Contents

Schedule "A"	Canadian Mainline, Lakehead System, and Enbridge Mainline Pipeline Configuration Map.....	A-1
Schedule "B"	CAD Base IJT Tolls and USD Base IJT Tolls	B-1
Schedule "C"	Base CLT Tolls.....	C-1
Schedule "D"	Tankage Tolls	D-1
Schedule "E"	L3R Surcharge.....	E-1
Schedule "F"	Calculation of Interim Period Refund Sur-Credits.....	F-1
Schedule "G"	Example MTS Financial Return and True-Up Calculations	G-1
Schedule "H"	Example O&A Escalator Calculations	H-1
Schedule "I"	Example Power Escalator Calculations	I-1
Schedule "J"	Example Negative Escalator Calculations.....	J-1
Schedule "K"	Initial O&A and Power Cost Components and Example Escalation.....	K-1
Schedule "L"	Example Prospective Collar Surcharge or Sur-Credit Calculations	L-1
Schedule "M"	Representative Stakeholder Group Agreement.....	M-1
Schedule "N"	Canadian Agreements.....	N-1
Schedule "O"	US Agreements.....	O-1
Schedule "P"	MTS Pro-Forma Tariff.....	P-1
Schedule "Q"	MTS Financial Model.....	Q-1
Schedule "R"	MTS Toll Information Graphic	R-1

Privileged & Confidential

Schedule "A"

Canadian Mainline, Lakehead System, and Enbridge Mainline Pipeline Configuration Map

Part 1- Canadian Mainline

PIPELINES & FACILITIES
Line 1
Line 2A/2B
Line 3A
Line 4
Line 5
Line 7
Line 11
Line 65 (Light Sour Replacement)
Line 67 (Alberta Clipper)
Line 78B
Line 93 (Line 3 Replacement)
All related facilities associated with the above noted pipelines

RECEIPT POINTS	DELIVERY POINTS
Edmonton, Alberta	Edmonton, Alberta
Hardisty, Alberta	Hardisty, Alberta
Kerrobert, Saskatchewan	Kerrobert, Saskatchewan
Regina, Saskatchewan	Milden, Saskatchewan
Cromer, Manitoba	Stony Beach, Saskatchewan
International Boundary near Sarnia, Ontario	Regina, Saskatchewan
Corunna or Sarnia Terminal, Ontario	Gretna, Manitoba
	International Boundary near Gretna, Manitoba
	Sarnia, Ontario
	Westover, Ontario
	Nanticoke, Ontario

Privileged & Confidential

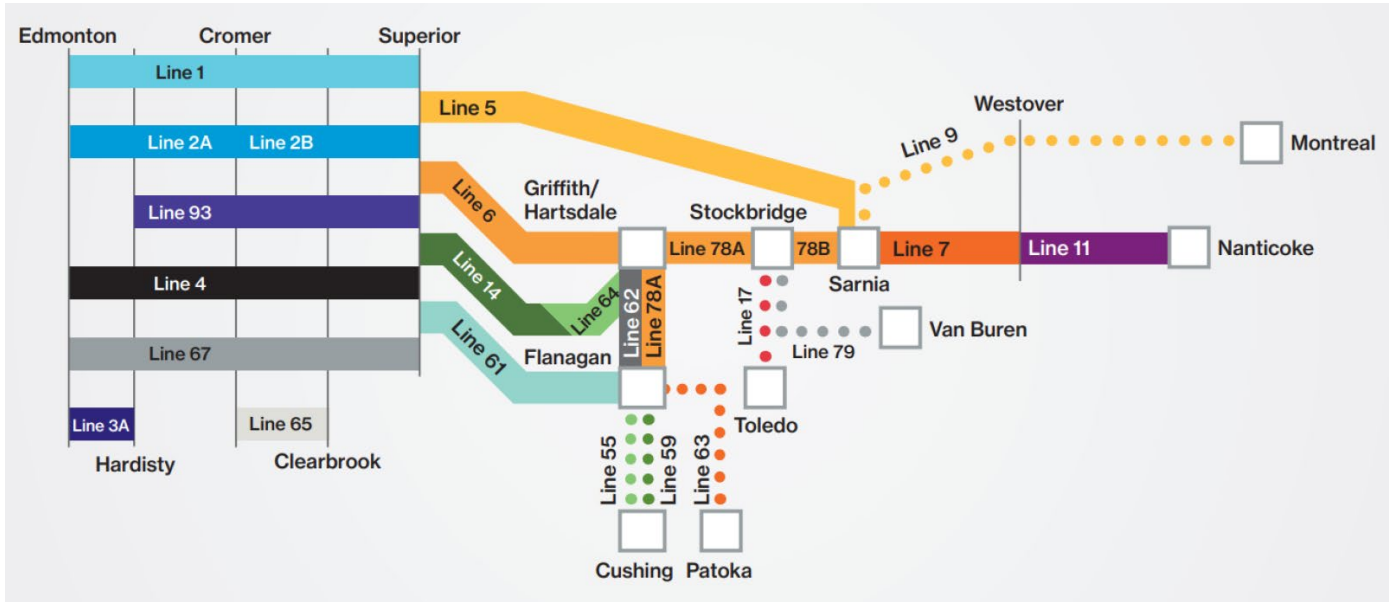
A-2

Part 2 - Lakehead System

PIPELINES & FACILITIES
Line 1
Line 2B
Line 4
Line 5
Line 6
Line 14/64
Line 61 (Southern Access)
Line 62
Line 65 (Light Sour Replacement)
Line 67 (Alberta Clipper)
Line 78A/B
Line 93 (Line 3 Replacement)
All related facilities associated with the above noted pipelines

RECEIPT POINTS	DELIVERY POINTS
International Boundary near Neche, North Dakota	Clearbrook, Minnesota
Clearbrook, Minnesota	Superior, Wisconsin
Mokena, Illinois	Lockport, Illinois
Griffith, Indiana	Mokena, Illinois
Stockbridge, Michigan	Flanagan, Illinois
Lewiston, Michigan	Griffith, Indiana
	Stockbridge, Michigan
	Marysville, Michigan
	Rapid River, Michigan
	International Boundary near Marysville, Michigan

Part 3 - Enbridge Mainline Pipeline Configuration Map



Note: Canadian Mainline and Lakehead system pipelines are denoted in solid colours. Pipelines denoted with a dotted line are not part of the Enbridge Mainline system.

Schedule "B"

CAD Base IJT Tolls and USD Base IJT Tolls

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Natural Gas Liquids									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Edmonton, Alberta	Superior, Wisconsin	0.3920	0.4168	0.6351	1.4439	0.1767	0.1204	0.5157	0.8128
	Rapid River, Michigan	0.3920	0.4168	0.6351	1.4439	0.3180	0.2166	0.8865	1.4211
	Corunna or Sarnia Terminal, Ontario	0.3958	0.4208	0.7253	1.5419	0.5242	0.3570	1.3760	2.2572
Kerrobert, Saskatchewan	Superior, Wisconsin	0.2815	0.2993	0.5040	1.0848	0.1767	0.1204	0.5157	0.8128
	Rapid River, Michigan	0.2815	0.2993	0.5040	1.0848	0.3180	0.2166	0.8865	1.4211
	Corunna or Sarnia Terminal, Ontario	0.2853	0.3033	0.5942	1.1828	0.5242	0.3570	1.3760	2.2572
Cromer, Manitoba	Superior, Wisconsin	0.0901	0.0958	0.2769	0.4628	0.1767	0.1204	0.5157	0.8128
	Rapid River, Michigan	0.0901	0.0958	0.2769	0.4628	0.3180	0.2166	0.8865	1.4211
	Corunna or Sarnia Terminal, Ontario	0.0938	0.0998	0.3671	0.5607	0.5242	0.3570	1.3760	2.2572

Privileged & Confidential

B-2

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Condensate									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Edmonton, Alberta	Clearbrook, Minnesota	0.4007	0.4261	0.6455	1.4723	0.0753	0.0513	0.2493	0.3759
	Superior, Wisconsin	0.4007	0.4261	0.6455	1.4723	0.1807	0.1230	0.5260	0.8297
	Lockport, Illinois	0.4007	0.4261	0.6455	1.4723	0.4405	0.3000	1.2081	1.9486
	Mokena, Illinois	0.4007	0.4261	0.6455	1.4723	0.4405	0.3000	1.2081	1.9486
	Flanagan, Illinois	0.4007	0.4261	0.6455	1.4723	0.4405	0.3000	1.2081	1.9486
	Griffith, Indiana	0.4007	0.4261	0.6455	1.4723	0.4405	0.3000	1.2081	1.9486
	Stockbridge, Michigan	0.4007	0.4261	0.6455	1.4723	0.5358	0.3650	1.4584	2.3592
	Marysville, Michigan	0.4007	0.4261	0.6455	1.4723	0.5358	0.3650	1.4584	2.3592
	Corunna or Sarnia Terminal, Ontario	0.4046	0.4302	0.7358	1.5706	0.5358	0.3650	1.4066	2.3074
	Westover, Ontario	0.4674	0.4969	0.8103	1.7746	0.5358	0.3650	1.4066	2.3074
	Nanticoke, Ontario	0.4912	0.5223	0.8385	1.8520	0.5358	0.3650	1.4066	2.3074

Privileged & Confidential

B-3

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Light Crude Petroleum									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Edmonton, Alberta	Clearbrook, Minnesota	0.4356	0.4631	0.6868	1.5855	0.0818	0.0557	0.2665	0.4040
	Superior, Wisconsin	0.4356	0.4631	0.6868	1.5855	0.1964	0.1337	0.5672	0.8973
	Lockport, Illinois	0.4356	0.4631	0.6868	1.5855	0.4788	0.3261	1.3086	2.1135
	Mokena, Illinois	0.4356	0.4631	0.6868	1.5855	0.4788	0.3261	1.3086	2.1135
	Flanagan, Illinois	0.4356	0.4631	0.6868	1.5855	0.4788	0.3261	1.3086	2.1135
	Griffith, Indiana	0.4356	0.4631	0.6868	1.5855	0.4788	0.3261	1.3086	2.1135
	Stockbridge, Michigan	0.4356	0.4631	0.6868	1.5855	0.5824	0.3967	1.5807	2.5598
	Marysville, Michigan	0.4356	0.4631	0.6868	1.5855	0.5824	0.3967	1.5807	2.5598
	Corunna or Sarnia Terminal, Ontario	0.4398	0.4676	0.7775	1.6849	0.5824	0.3967	1.5289	2.5080
	Westover, Ontario	0.5080	0.5401	0.8585	1.9066	0.5824	0.3967	1.5289	2.5080
	Nanticoke, Ontario	0.5339	0.5677	0.8892	1.9908	0.5824	0.3967	1.5289	2.5080
	Hardisty, Alberta	Clearbrook, Minnesota	0.3743	0.3980	0.6142	1.3865	0.0818	0.0557	0.2665
Superior, Wisconsin		0.3743	0.3980	0.6142	1.3865	0.1964	0.1337	0.5672	0.8973
Lockport, Illinois		0.3743	0.3980	0.6142	1.3865	0.4788	0.3261	1.3086	2.1135
Mokena, Illinois		0.3743	0.3980	0.6142	1.3865	0.4788	0.3261	1.3086	2.1135
Flanagan, Illinois		0.3743	0.3980	0.6142	1.3865	0.4788	0.3261	1.3086	2.1135
Griffith, Indiana		0.3743	0.3980	0.6142	1.3865	0.4788	0.3261	1.3086	2.1135
Stockbridge, Michigan		0.3743	0.3980	0.6142	1.3865	0.5824	0.3967	1.5807	2.5598
Marysville, Michigan		0.3743	0.3980	0.6142	1.3865	0.5824	0.3967	1.5807	2.5598
Corunna or Sarnia Terminal, Ontario		0.3785	0.4025	0.7049	1.4859	0.5824	0.3967	1.5289	2.5080
Westover, Ontario		0.4468	0.4750	0.7858	1.7076	0.5824	0.3967	1.5289	2.5080
Nanticoke, Ontario		0.4727	0.5026	0.8165	1.7918	0.5824	0.3967	1.5289	2.5080

Privileged & Confidential

B-4

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Light Crude Petroleum									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Kerrobert, Saskatchewan	Clearbrook, Minnesota	0.3128	0.3326	0.5411	1.1865	0.0818	0.0557	0.2665	0.4040
	Superior, Wisconsin	0.3128	0.3326	0.5411	1.1865	0.1964	0.1337	0.5672	0.8973
	Lockport, Illinois	0.3128	0.3326	0.5411	1.1865	0.4788	0.3261	1.3086	2.1135
	Mokena, Illinois	0.3128	0.3326	0.5411	1.1865	0.4788	0.3261	1.3086	2.1135
	Flanagan, Illinois	0.3128	0.3326	0.5411	1.1865	0.4788	0.3261	1.3086	2.1135
	Griffith, Indiana	0.3128	0.3326	0.5411	1.1865	0.4788	0.3261	1.3086	2.1135
	Stockbridge, Michigan	0.3128	0.3326	0.5411	1.1865	0.5824	0.3967	1.5807	2.5598
	Marysville, Michigan	0.3128	0.3326	0.5411	1.1865	0.5824	0.3967	1.5807	2.5598
	Corunna or Sarnia Terminal, Ontario	0.3170	0.3370	0.6318	1.2858	0.5824	0.3967	1.5289	2.5080
	Westover, Ontario	0.3852	0.4096	0.7128	1.5076	0.5824	0.3967	1.5289	2.5080
Nanticoke, Ontario	0.4111	0.4371	0.7435	1.5917	0.5824	0.3967	1.5289	2.5080	
Regina, Saskatchewan	Clearbrook, Minnesota	0.1893	0.2012	0.3946	0.7851	0.0818	0.0557	0.2665	0.4040
	Superior, Wisconsin	0.1893	0.2012	0.3946	0.7851	0.1964	0.1337	0.5672	0.8973
	Lockport, Illinois	0.1893	0.2012	0.3946	0.7851	0.4788	0.3261	1.3086	2.1135
	Mokena, Illinois	0.1893	0.2012	0.3946	0.7851	0.4788	0.3261	1.3086	2.1135
	Flanagan, Illinois	0.1893	0.2012	0.3946	0.7851	0.4788	0.3261	1.3086	2.1135
	Griffith, Indiana	0.1893	0.2012	0.3946	0.7851	0.4788	0.3261	1.3086	2.1135
	Stockbridge, Michigan	0.1893	0.2012	0.3946	0.7851	0.5824	0.3967	1.5807	2.5598
	Marysville, Michigan	0.1893	0.2012	0.3946	0.7851	0.5824	0.3967	1.5807	2.5598
	Corunna or Sarnia Terminal, Ontario	0.1935	0.2057	0.4853	0.8845	0.5824	0.3967	1.5289	2.5080
	Westover, Ontario	0.2617	0.2783	0.5662	1.1062	0.5824	0.3967	1.5289	2.5080
Nanticoke, Ontario	0.2876	0.3058	0.5970	1.1904	0.5824	0.3967	1.5289	2.5080	
Cromer, Manitoba	Clearbrook, Minnesota	0.1001	0.1064	0.2887	0.4952	0.0818	0.0557	0.2665	0.4040
	Superior, Wisconsin	0.1001	0.1064	0.2887	0.4952	0.1964	0.1337	0.5672	0.8973
	Lockport, Illinois	0.1001	0.1064	0.2887	0.4952	0.4788	0.3261	1.3086	2.1135
	Mokena, Illinois	0.1001	0.1064	0.2887	0.4952	0.4788	0.3261	1.3086	2.1135
	Flanagan, Illinois	0.1001	0.1064	0.2887	0.4952	0.4788	0.3261	1.3086	2.1135
	Griffith, Indiana	0.1001	0.1064	0.2887	0.4952	0.4788	0.3261	1.3086	2.1135
	Stockbridge, Michigan	0.1001	0.1064	0.2887	0.4952	0.5824	0.3967	1.5807	2.5598
	Marysville, Michigan	0.1001	0.1064	0.2887	0.4952	0.5824	0.3967	1.5807	2.5598
	Corunna or Sarnia Terminal, Ontario	0.1043	0.1109	0.3794	0.5946	0.5824	0.3967	1.5289	2.5080
	Westover, Ontario	0.1725	0.1834	0.4604	0.8163	0.5824	0.3967	1.5289	2.5080
Nanticoke, Ontario	0.1984	0.2109	0.4911	0.9004	0.5824	0.3967	1.5289	2.5080	

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Medium Crude Petroleum									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Edmonton, Alberta	Clearbrook, Minnesota	0.4704	0.5002	0.7282	1.6988	0.0884	0.0602	0.2837	0.4323
	Superior, Wisconsin	0.4704	0.5002	0.7282	1.6988	0.2121	0.1444	0.6085	0.9650
	Lockport, Illinois	0.4704	0.5002	0.7282	1.6988	0.5171	0.3522	1.4092	2.2785
	Mokena, Illinois	0.4704	0.5002	0.7282	1.6988	0.5171	0.3522	1.4092	2.2785
	Flanagan, Illinois	0.4704	0.5002	0.7282	1.6988	0.5171	0.3522	1.4092	2.2785
	Griffith, Indiana	0.4704	0.5002	0.7282	1.6988	0.5171	0.3522	1.4092	2.2785
	Stockbridge, Michigan	0.4704	0.5002	0.7282	1.6988	0.6290	0.4284	1.7030	2.7604
	Marysville, Michigan	0.4704	0.5002	0.7282	1.6988	0.6290	0.4284	1.7030	2.7604
	Corunna or Sarnia Terminal, Ontario	0.4750	0.5050	0.8193	1.7993	0.6290	0.4284	1.6512	2.7086
	Westover, Ontario	0.5486	0.5833	0.9067	2.0386	0.6290	0.4284	1.6512	2.7086
	Nanticoke, Ontario	0.5766	0.6131	0.9399	2.1296	0.6290	0.4284	1.6512	2.7086
	Hardisty, Alberta	Clearbrook, Minnesota	0.4043	0.4299	0.6497	1.4839	0.0884	0.0602	0.2837
Superior, Wisconsin		0.4043	0.4299	0.6497	1.4839	0.2121	0.1444	0.6085	0.9650
Lockport, Illinois		0.4043	0.4299	0.6497	1.4839	0.5171	0.3522	1.4092	2.2785
Mokena, Illinois		0.4043	0.4299	0.6497	1.4839	0.5171	0.3522	1.4092	2.2785
Flanagan, Illinois		0.4043	0.4299	0.6497	1.4839	0.5171	0.3522	1.4092	2.2785
Griffith, Indiana		0.4043	0.4299	0.6497	1.4839	0.5171	0.3522	1.4092	2.2785
Stockbridge, Michigan		0.4043	0.4299	0.6497	1.4839	0.6290	0.4284	1.7030	2.7604
Marysville, Michigan		0.4043	0.4299	0.6497	1.4839	0.6290	0.4284	1.7030	2.7604
Corunna or Sarnia Terminal, Ontario		0.4088	0.4347	0.7408	1.5843	0.6290	0.4284	1.6512	2.7086
Westover, Ontario		0.4825	0.5130	0.8282	1.8237	0.6290	0.4284	1.6512	2.7086
Nanticoke, Ontario		0.5105	0.5428	0.8614	1.9147	0.6290	0.4284	1.6512	2.7086
Cromer, Manitoba		Clearbrook, Minnesota	0.1081	0.1149	0.2982	0.5212	0.0884	0.0602	0.2837
	Superior, Wisconsin	0.1081	0.1149	0.2982	0.5212	0.2121	0.1444	0.6085	0.9650
	Lockport, Illinois	0.1081	0.1149	0.2982	0.5212	0.5171	0.3522	1.4092	2.2785
	Mokena, Illinois	0.1081	0.1149	0.2982	0.5212	0.5171	0.3522	1.4092	2.2785
	Flanagan, Illinois	0.1081	0.1149	0.2982	0.5212	0.5171	0.3522	1.4092	2.2785
	Griffith, Indiana	0.1081	0.1149	0.2982	0.5212	0.5171	0.3522	1.4092	2.2785
	Stockbridge, Michigan	0.1081	0.1149	0.2982	0.5212	0.6290	0.4284	1.7030	2.7604
	Marysville, Michigan	0.1081	0.1149	0.2982	0.5212	0.6290	0.4284	1.7030	2.7604
	Corunna or Sarnia Terminal, Ontario	0.1126	0.1197	0.3893	0.6216	0.6290	0.4284	1.6512	2.7086
	Westover, Ontario	0.1863	0.1981	0.4768	0.8612	0.6290	0.4284	1.6512	2.7086
	Nanticoke, Ontario	0.2142	0.2278	0.5099	0.9519	0.6290	0.4284	1.6512	2.7086

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Heavy Crude Petroleum									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Edmonton, Alberta	Clearbrook, Minnesota	0.5314	0.5650	0.8005	1.8969	0.0998	0.0680	0.3138	0.4816
	Superior, Wisconsin	0.5314	0.5650	0.8005	1.8969	0.2396	0.1632	0.6806	1.0834
	Lockport, Illinois	0.5314	0.5650	0.8005	1.8969	0.5841	0.3979	1.5851	2.5671
	Mokena, Illinois	0.5314	0.5650	0.8005	1.8969	0.5841	0.3979	1.5851	2.5671
	Flanagan, Illinois	0.5314	0.5650	0.8005	1.8969	0.5841	0.3979	1.5851	2.5671
	Griffith, Indiana	0.5314	0.5650	0.8005	1.8969	0.5841	0.3979	1.5851	2.5671
	Stockbridge, Michigan	0.5314	0.5650	0.8005	1.8969	0.7106	0.4840	1.9170	3.1116
	Marysville, Michigan	0.5314	0.5650	0.8005	1.8969	0.7106	0.4840	1.9170	3.1116
	Corunna or Sarnia Terminal, Ontario	0.5365	0.5705	0.8923	1.9993	0.7106	0.4840	1.8653	3.0599
	Westover, Ontario	0.6197	0.6590	0.9911	2.2698	0.7106	0.4840	1.8653	3.0599
	Nanticoke, Ontario	0.6513	0.6926	1.0286	2.3725	0.7106	0.4840	1.8653	3.0599
	Clearbrook, Minnesota	0.4567	0.4856	0.7119	1.6542	0.0998	0.0680	0.3138	0.4816
	Hardisty, Alberta	Superior, Wisconsin	0.4567	0.4856	0.7119	1.6542	0.2396	0.1632	0.6806
Lockport, Illinois		0.4567	0.4856	0.7119	1.6542	0.5841	0.3979	1.5851	2.5671
Mokena, Illinois		0.4567	0.4856	0.7119	1.6542	0.5841	0.3979	1.5851	2.5671
Flanagan, Illinois		0.4567	0.4856	0.7119	1.6542	0.5841	0.3979	1.5851	2.5671
Griffith, Indiana		0.4567	0.4856	0.7119	1.6542	0.5841	0.3979	1.5851	2.5671
Stockbridge, Michigan		0.4567	0.4856	0.7119	1.6542	0.7106	0.4840	1.9170	3.1116
Marysville, Michigan		0.4567	0.4856	0.7119	1.6542	0.7106	0.4840	1.9170	3.1116
Corunna or Sarnia Terminal, Ontario		0.4618	0.4910	0.8037	1.7565	0.7106	0.4840	1.8653	3.0599
Westover, Ontario		0.5451	0.5795	0.9025	2.0271	0.7106	0.4840	1.8653	3.0599
Nanticoke, Ontario		0.5766	0.6131	0.9399	2.1296	0.7106	0.4840	1.8653	3.0599

Privileged & Confidential

B-7

Schedule "B"
CAD Base IJT Tolls and USD Base IJT Tolls

BASE INTERNATIONAL JOINT TOLLS IN CAD AND USD PER BBL									
Heavy Crude Petroleum									
FROM	TO	CAD O&A Cost Component (CAD per BBL) (A)	CAD Power Cost Component (CAD per BBL) (B)	CAD Fixed Cost Component (CAD per BBL) (C)	CAD Base IJT Toll (CAD per BBL) (D)=(A)+(B)+(C)	USD O&A Cost Component (USD per BBL) (E)	USD Power Cost Component (USD per BBL) (F)	USD Fixed Cost Component (USD per BBL) (G)	USD Base IJT Toll (USD per BBL) (H)=(E)+(F)+(G)
Kerrobert, Saskatchewan	Clearbrook, Minnesota	0.3816	0.4057	0.6228	1.4101	0.0998	0.0680	0.3138	0.4816
	Superior, Wisconsin	0.3816	0.4057	0.6228	1.4101	0.2396	0.1632	0.6806	1.0834
	Lockport, Illinois	0.3816	0.4057	0.6228	1.4101	0.5841	0.3979	1.5851	2.5671
	Mokena, Illinois	0.3816	0.4057	0.6228	1.4101	0.5841	0.3979	1.5851	2.5671
	Flanagan, Illinois	0.3816	0.4057	0.6228	1.4101	0.5841	0.3979	1.5851	2.5671
	Griffith, Indiana	0.3816	0.4057	0.6228	1.4101	0.5841	0.3979	1.5851	2.5671
	Stockbridge, Michigan	0.3816	0.4057	0.6228	1.4101	0.7106	0.4840	1.9170	3.1116
	Marysville, Michigan	0.3816	0.4057	0.6228	1.4101	0.7106	0.4840	1.9170	3.1116
	Corunna or Sarnia Terminal, Ontario	0.3867	0.4112	0.7146	1.5125	0.7106	0.4840	1.8653	3.0599
	Westover, Ontario	0.4699	0.4997	0.8133	1.7829	0.7106	0.4840	1.8653	3.0599
Nanticoke, Ontario	0.5015	0.5333	0.8508	1.8856	0.7106	0.4840	1.8653	3.0599	
Regina, Saskatchewan	Clearbrook, Minnesota	0.2309	0.2455	0.4440	0.9204	0.0998	0.0680	0.3138	0.4816
	Superior, Wisconsin	0.2309	0.2455	0.4440	0.9204	0.2396	0.1632	0.6806	1.0834
	Lockport, Illinois	0.2309	0.2455	0.4440	0.9204	0.5841	0.3979	1.5851	2.5671
	Mokena, Illinois	0.2309	0.2455	0.4440	0.9204	0.5841	0.3979	1.5851	2.5671
	Flanagan, Illinois	0.2309	0.2455	0.4440	0.9204	0.5841	0.3979	1.5851	2.5671
	Griffith, Indiana	0.2309	0.2455	0.4440	0.9204	0.5841	0.3979	1.5851	2.5671
	Stockbridge, Michigan	0.2309	0.2455	0.4440	0.9204	0.7106	0.4840	1.9170	3.1116
	Marysville, Michigan	0.2309	0.2455	0.4440	0.9204	0.7106	0.4840	1.9170	3.1116
	Corunna or Sarnia Terminal, Ontario	0.2360	0.2510	0.5358	1.0228	0.7106	0.4840	1.8653	3.0599
	Westover, Ontario	0.3193	0.3395	0.6345	1.2933	0.7106	0.4840	1.8653	3.0599
Nanticoke, Ontario	0.3508	0.3731	0.6720	1.3959	0.7106	0.4840	1.8653	3.0599	
Cromer, Manitoba	Clearbrook, Minnesota	0.1221	0.1298	0.3148	0.5667	0.0998	0.0680	0.3138	0.4816
	Superior, Wisconsin	0.1221	0.1298	0.3148	0.5667	0.2396	0.1632	0.6806	1.0834
	Lockport, Illinois	0.1221	0.1298	0.3148	0.5667	0.5841	0.3979	1.5851	2.5671
	Mokena, Illinois	0.1221	0.1298	0.3148	0.5667	0.5841	0.3979	1.5851	2.5671
	Flanagan, Illinois	0.1221	0.1298	0.3148	0.5667	0.5841	0.3979	1.5851	2.5671
	Griffith, Indiana	0.1221	0.1298	0.3148	0.5667	0.5841	0.3979	1.5851	2.5671
	Stockbridge, Michigan	0.1221	0.1298	0.3148	0.5667	0.7106	0.4840	1.9170	3.1116
	Marysville, Michigan	0.1221	0.1298	0.3148	0.5667	0.7106	0.4840	1.9170	3.1116
	Corunna or Sarnia Terminal, Ontario	0.1272	0.1352	0.4066	0.6690	0.7106	0.4840	1.8653	3.0599
	Westover, Ontario	0.2104	0.2237	0.5054	0.9395	0.7106	0.4840	1.8653	3.0599
Nanticoke, Ontario	0.2420	0.2573	0.5429	1.0422	0.7106	0.4840	1.8653	3.0599	

Schedule "C"

Base CLT Tolls

Schedule “C”
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Light Crude Petroleum					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Edmonton, Alberta	Edmonton, Alberta	-	-	0.2557	0.2557
	Hardisty, Alberta	0.0612	0.0651	0.3284	0.4547
	Kerrobert, Saskatchewan	0.1228	0.1306	0.4014	0.6548
	Milden, Saskatchewan	0.1627	0.1730	0.4488	0.7845
	Stony Beach Take-off, Saskatchewan	0.2463	0.2619	0.5480	1.0562
	Regina, Saskatchewan	0.2463	0.2619	0.5480	1.0562
	Gretna, Manitoba	0.4345	0.4620	0.7713	1.6678
	International Boundary near Gretna, Manitoba	0.4356	0.4631	2.5445	3.4432
Hardisty, Alberta	Hardisty, Alberta	-	-	0.2557	0.2557
	Kerrobert, Saskatchewan	0.0616	0.0655	0.3288	0.4559
	Milden, Saskatchewan	0.1015	0.1079	0.3761	0.5855
	Stony Beach Take-off, Saskatchewan	0.1851	0.1968	0.4753	0.8572
	Regina, Saskatchewan	0.1851	0.1968	0.4753	0.8572
	International Boundary near Gretna, Manitoba	0.3743	0.3980	2.5445	3.3168
Kerrobert, Saskatchewan	Stony Beach Take-off, Saskatchewan	0.1235	0.1313	0.4023	0.6571
	Regina, Saskatchewan	0.1235	0.1313	0.4023	0.6571
	International Boundary near Gretna, Manitoba	0.3128	0.3326	2.5445	3.1899
Regina, Saskatchewan	Regina, Saskatchewan	-	-	0.2557	0.2557
	Gretna, Manitoba	0.1882	0.2001	0.4791	0.8674
	International Boundary near Gretna, Manitoba	0.1893	0.2012	2.5445	2.9350

Schedule "C"
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Light Crude Petroleum					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Cromer, Manitoba	International Boundary near Gretna, Manitoba	0.1001	0.1064	2.5445	2.7510
	Sarnia, Ontario	0.0042	0.0045	0.0907	0.0994
International Boundary near Sarnia, Ontario	Westover, Ontario	0.0724	0.0770	0.1717	0.3211
	Nanticoke, Ontario	0.0983	0.1045	0.2024	0.4052
	Sarnia, Ontario	-	-	0.2557	0.2557
Sarnia, Ontario	Westover, Ontario	0.0682	0.0725	0.3367	0.4774
	Nanticoke, Ontario	0.0941	0.1001	0.3674	0.5616
	Westover, Ontario	0.0266	0.0283	0.1173	0.1722

Schedule "C"
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Medium Crude Petroleum					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Edmonton, Alberta	Edmonton, Alberta	-	-	0.2557	0.2557
	Hardisty, Alberta	0.0661	0.0703	0.3342	0.4706
	Kerrobert, Saskatchewan	0.1326	0.1410	0.4131	0.6867
	Stony Beach Take-off, Saskatchewan	0.2660	0.2828	0.5713	1.1201
	Regina, Saskatchewan	0.2660	0.2828	0.5713	1.1201
	International Boundary near Gretna, Manitoba	0.4704	0.5002	2.7344	3.7050
Hardisty, Alberta	Hardisty, Alberta	-	-	0.2557	0.2557
	Kerrobert, Saskatchewan	0.0665	0.0707	0.3346	0.4718
	Stony Beach Take-off, Saskatchewan	0.1999	0.2125	0.4929	0.9053
	Regina, Saskatchewan	0.1999	0.2125	0.4929	0.9053
	International Boundary near Gretna, Manitoba	0.4043	0.4299	2.7344	3.5686
Cromer, Manitoba	International Boundary near Gretna, Manitoba	0.1081	0.1149	2.7344	2.9574
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.0045	0.0048	0.0911	0.1004
	Westover, Ontario	0.0782	0.0832	0.1785	0.3399
	Nanticoke, Ontario	0.1062	0.1129	0.2117	0.4308
Sarnia, Ontario	Sarnia, Ontario	-	-	0.2557	0.2557
	Westover, Ontario	0.0737	0.0783	0.3431	0.4951
Westover, Ontario	Nanticoke, Ontario	0.0287	0.0305	0.1198	0.1790

Schedule "C"
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Heavy Crude Petroleum					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Edmonton, Alberta	Edmonton, Alberta	-	-	0.2557	0.2557
	Hardisty, Alberta	0.0747	0.0794	0.3444	0.4985
	Kerrobert, Saskatchewan	0.1498	0.1593	0.4335	0.7426
	Stony Beach Take-off, Saskatchewan	0.3005	0.3195	0.6123	1.2323
	Regina, Saskatchewan	0.3005	0.3195	0.6123	1.2323
	International Boundary near Gretna, Manitoba	0.5314	0.5650	3.0669	4.1633
Hardisty, Alberta	Hardisty, Alberta	-	-	0.2557	0.2557
	Kerrobert, Saskatchewan	0.0751	0.0799	0.3449	0.4999
	Stony Beach Take-off, Saskatchewan	0.2258	0.2401	0.5236	0.9895
	Regina, Saskatchewan	0.2258	0.2401	0.5236	0.9895
	International Boundary near Gretna, Manitoba	0.4567	0.4856	3.0669	4.0092
	Stony Beach Take-off, Saskatchewan	0.1507	0.1602	0.4345	0.7454
Kerrobert, Saskatchewan	Regina, Saskatchewan	0.1507	0.1602	0.4345	0.7454
	International Boundary near Gretna, Manitoba	0.3816	0.4057	3.0669	3.8542
	Regina, Saskatchewan	-	-	0.2557	0.2557
Regina, Saskatchewan	International Boundary near Gretna, Manitoba	0.2309	0.2455	3.0669	3.5433
	International Boundary near Gretna, Manitoba	0.1221	0.1298	3.0669	3.3188
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.0051	0.0054	0.0918	0.1023
	Westover, Ontario	0.0884	0.0939	0.1906	0.3729
	Nanticoke, Ontario	0.1199	0.1275	0.2280	0.4754
Sarnia, Ontario	Sarnia, Ontario	-	-	0.2557	0.2557
	Westover, Ontario	0.0832	0.0885	0.3545	0.5262

Schedule "C"
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Condensate					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Edmonton, Alberta	Edmonton, Alberta	-	-	0.2557	0.2557
	Hardisty, Alberta	0.0563	0.0599	0.3226	0.4388
	Kerrobert, Saskatchewan	0.1130	0.1201	0.3898	0.6229
	Milden, Saskatchewan	0.1497	0.1591	0.4333	0.7421
	Stony Beach Take-off, Saskatchewan	0.2266	0.2409	0.5246	0.9921
	Regina, Saskatchewan	0.2266	0.2409	0.5246	0.9921
	Gretna, Manitoba	0.3998	0.4251	0.7301	1.5550
International Boundary near Gretna, Manitoba	0.4007	0.4261	2.3545	3.1813	
Hardisty, Alberta	Hardisty, Alberta	-	-	0.2557	0.2557
	Kerrobert, Saskatchewan	0.0566	0.0602	0.3229	0.4397
	Stony Beach Take-off, Saskatchewan	0.1703	0.1810	0.4578	0.8091
	Regina, Saskatchewan	0.1703	0.1810	0.4578	0.8091
Regina, Saskatchewan	Regina, Saskatchewan	-	-	0.2557	0.2557
	Gretna, Manitoba	0.1732	0.1841	0.4612	0.8185
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.0039	0.0041	0.0903	0.0983
	Westover, Ontario	0.0666	0.0708	0.1648	0.3022
	Nanticoke, Ontario	0.0904	0.0962	0.1930	0.3796
Sarnia, Ontario	Sarnia, Ontario	-	-	0.2557	0.2557
	Westover, Ontario	0.0628	0.0667	0.3302	0.4597
	Nanticoke, Ontario	0.0866	0.0921	0.3585	0.5372

Schedule "C"
Base CLT Toll

BASE CANADIAN LOCAL TOLLS IN CAD PER BBL					
Natural Gas Liquids					
FROM	TO	O&A Cost Component (A)	Power Cost Component (B)	Fixed Cost Component (C)	Base CLT Toll (D) = (A) + (B) + (C)
Edmonton, Alberta	International Boundary near Gretna, Manitoba	0.3920	0.4168	2.3070	3.1158
Kerrobert, Saskatchewan	International Boundary near Gretna, Manitoba	0.2815	0.2993	2.3070	2.8878
Cromer, Manitoba	International Boundary near Gretna, Manitoba	0.0901	0.0958	2.3070	2.4929
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.0038	0.0040	0.0902	0.0980

Schedule "D"

Tankage Tolls

Interim RT No. 23-1
Cancels Interim RT No. 22-1
Supplement to Interim CER No. 529



ENBRIDGE PIPELINES INC.

RECEIPT TANKAGE TOLLS

OF

CRUDE PETROLEUM

SYMBOLS:

[W] – Change in wording only.

ISSUED: May 31, 2023

EFFECTIVE: July 1, 2023

ISSUED BY:

Erin Rolstad
Director, Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
200, 425 – 1st Street S.W.
Calgary, AB T2P 3L8
Canada

COMPILED BY:

[W] ~~Theresa Broderick Adam Golden~~
Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
Tel: [W] ~~(403) 231-5737 (587) 955-2873~~

E-mail: Enbridge-Tariffs@enbridge.com

Privileged & Confidential

CALCULATED TOLLS FOR RECEIPT TANKAGE

LINE NO.	TRANSPORT COMMODITY	COMMODITY IDENTIFIER	PROPOSED TOLLS (CDN\$/m3) ¹	PROPOSED TOLLS (US\$/m3) ^{1,2}
(A)	(B)	(C)	(D)	(E)
1	Synthetic Sweet Blend/Syncrude Synthetic A/Syncrude	SYN/SSA/SSB	0.2733	0.2050
2	Kearl Lake Blend	KDB	0.3143	0.2354
3	Access Western Blend	AWB	0.3368	0.2521
4	Surmont Heavy Dilbit	SHD	0.3937	0.2942
5	Light Sour Blend	LSB	0.4053	0.3028
6	Conventional Heavy	CHV	0.4154	0.3103
7	Condensate Blend	CRW	0.4258	0.3180
8	Cold Lake	CL	0.4497	0.3357
9	Mixed Blend Sweet	SW	0.4813	0.3591
10	Western Canadian Dilbit	WDB	0.4988	0.3721
11	Premium Synthetic	PSY	0.5197	0.3876
12	Albian Synthetic Heavy	AHS	0.5579	0.4158
13	Premium Conventional Heavy	PCH	0.6351	0.4730
14	Hardisty Synthetic Crude	HSC	0.7015	0.5222
15	Long Lake Dilbit	PDH	0.7742	0.5761
16	Midale	M	0.9002	0.6694
17	Synbit Blend/Surmont Mix A	SYB/SMA	0.9920	0.7374
18	Seal Heavy	SH	1.1021	0.8190
19	Suncor Cracked C	OCC	1.1372	0.8449
20	Albian Muskeg River Heavy	AMH	1.3768	1.0225
21	Shell Premium Synthetic	SSX	1.3961	1.0367
22	Medium Sour Blend	MSB	1.5622	1.1598
23	Newgrade Synthetic Blend A	NSA	2.0978	1.5565
24	Albian Vacuum Gas Oil Blend	AVB	2.7196	2.0171
25	U.S. High Sweet Clearbrook	UHC	3.4146	2.5319
26	Fort Hills Dilbit	FRB	3.8566	2.8594
27	Sarnia Special	SSS	4.5612	3.3812
28	Suncor D	OSD	4.5612	3.3812
29	Suncor C	OSC	4.5612	3.3812
30	Western Canadian Select	WCS	4.5612	3.3812

TABLE USED TO CALCULATE RECEIPT TANKAGE CHARGES

Bracket No.	Bracket Ranges (m3/day)		Bracket Fees up to Lower Limit (CDN\$)	Marginal Bracket Rate for volume above lower limit (CDN\$/m3)	Calculate Total Stream Fees (F) = D + [Stream Vol - (B-1)]*E	Calculate Stream Rate (CDN\$/m3) (G) = (F/Stream Volume)
	Lower Limit (B)	Upper Limit (C)				
1	0	203	0	\$4.5512		
2	204	955	\$924	\$1.4233		
3	956	3,216	\$1,995	\$0.7211		
4	3,217	6,873	\$3,624	\$0.4451		
5	6,874	15,467	\$5,252	\$0.3062		
6	15,468	23,102	\$7,883	\$0.2255		
7	23,103	36,555	\$9,605	\$0.1741		
8	36,556	55,270	\$11,948	\$0.1392		

NOTES:

Bracket Rates apply to volumes within the specified Bracket Ranges.

Example: Stream XYZ = 25000 m3/day is within bracket No. 7

Total Stream Fees are calculated as : Bracket Fees up to Lower Limit + [Stream Volume - (Bracket Range Lower Limit - 1)]*Bracket Rate

Total Stream XYZ Fees = \$9605+[25000-(23103-1)]*0.1741 = \$9935

Stream Rate is determined by dividing total stream fees by total stream volumes.

Stream Rate XYZ = \$9935 / 25000 m3/day = \$0.3974

An Abandonment Surcharge of \$0.010 per cubic metre is then added to the Stream Rate.

Proposed Stream Rate XYZ = \$0.3974+ \$0.0100 = \$0.4074

¹ These tolls include an Abandonment Surcharge of \$0.0100 (Canadian dollar) per cubic metre or \$0.0100 (US dollar) per cubic metre (pursuant to NEB Decision MH-001-2013 and Order MO-030-2014).

² These tolls show the base Receipt Tankage tolls converted into United States currency from Canadian Currency using a factor of \$1.35 CDN per \$1.00 US.

ENBRIDGE PIPELINES INC.
Calculation of the Tankage Tolling True-up
Actual Results for the 2022 Calendar Year

Line No.	(in CAD 000' dollars)	Source	2022
CTS Tankage Revenue Requirement:			
1	Delivery Tankage Adjusted Revenue Requirement (January - June)	2021 Toll Filing - CER RT 21-1	1,408
2	Delivery Tankage Adjusted Revenue Requirement (July - December)	2022 Toll Filing - CER RT 22-1	1,477
3	Total Annual Delivery Tankage Revenue Requirement		<u>2,885</u>
4	Receipt Tankage Adjusted Revenue Requirement (January - June)	2021 Toll Filing - CER RT 21-1	29,955
5	Receipt Tankage Adjusted Revenue Requirement (July - December)	2022 Toll Filing - CER RT 22-1	31,865
6	Total Annual Receipt Tankage Revenue Requirement		<u>61,820</u>
7	Total CTS Tankage Revenue Requirement (Line 3 + Line 6)		<u>64,705</u>
CTS Tankage Revenue Collected:			
8	Total Annual Delivery Tankage Revenue Collection	Company Data - Oil Accounting	1,907
9	Total Annual Receipt Tankage Revenue Collection	Company Data - Oil Accounting	55,630
10	Total CTS Tankage Revenue Collection (Line 8 + Line 9)		<u>57,537</u>
Comparison of Revenue Collected versus the Revenue Requirement:			
11	(Over-collection) / Under-collection of Revenue Requirement (Line 7 - Line 10)		<u><u>7,168</u></u>

ENBRIDGE PIPELINES INC.
Calculation of the July 2023 Revenue Requirement with 2022 Calendar Year Tankage True-up

Line No.	(in CAD 000' dollars)	Source	Delivery Tankage			Receipt Tankage			Tankage Total
			Jul - Dec	Jan - Jun	Total	Jul - Dec	Jan - Jun	Total	
Revenue Requirement Calculation									
1	July 2022 Revenue Requirement	CTS Agreement	1,365	1,343	2,707	27,275	26,830	54,105	56,812
2	2022 GDPP	Calculation – Statistic Canada			7.2864%			7.2864%	
3	75% of 2022 GDPP (Line 2 x 75%) ¹	Calculation			5.4648%			5.4648%	
4	July 2023 Revenue Requirement (Line 1)	Calculation	1,365	1,343	2,707	27,275	26,830	54,105	56,812
5	Total CTS Tankage Revenue (Over)/Under Collection	Statement 100	112	110	222	3,502	3,445	6,947	7,168
6	Receipt Tankage Shortfall Penalty (2023) Credit	Company Data	-	-	-	-	-	-	-
7	July 2023 Adjusted Revenue Requirement (Line 4 + Line 5 + Line 6)		1,477	1,453	2,929	30,777	30,275	61,052	63,980
8	2022 Receipt and Delivery Tankage Throughput (m3)	Company Data							137,316,116
9	July 1, 2023 - June 30, 2024 Base Delivery Tankage Toll (\$/m3)	Line 4 * 1000 / Line 5							0.4659
10	Abandonment Delivery Tankage Surcharge (\$/m3)	As per CER No. 529							0.0100
11	July 1, 2023 - June 30, 2024 Delivery Tankage Toll (\$/m3)	Line 6 + Line 7							0.4759

¹ Enbridge will not be increasing the tankage revenue requirement by 75% of GDPP for the Interim RT 23-1 tariff filing as shown on Line No.3

Schedule "E"

L3R Surcharge

Schedule “E” - L3R Surcharge

The following table shows the L3R Surcharge, in accordance with Final Issue Resolution Sheet 2013-02-A/B¹, which will be applied to both IJT and CLT shipments during the Term of the MTS Agreement.

L3R Transmission Surcharge⁽¹⁾ for the first 10-years of the 15-year term (October 1, 2021 to September 30, 2031) (Hardisty to Chicago Movement)

9-month Rolling Average Volume (kbpd)	U.S. L3R Transmission Surcharge (USD per BBL)	Canadian L3R Transmission Surcharge ⁽²⁾ (USD per BBL)	Total L3R Transmission Surcharge ⁽³⁾ (USD per BBL)	Surcharge/Discount (USD per BBL)
3,036 to 3,085	0.391	0.329	0.720	-0.175
2,986 to 3,035	0.410	0.345	0.755	-0.140
2,936 to 2,985	0.429	0.361	0.790	-0.105
2,886 to 2,935	0.448	0.377	0.825	-0.070
2,836 to 2,885	0.467	0.393	0.860	-0.035
2,350 to 2,835	0.486	0.409	0.895	0.000
2,300 to 2,349	0.508	0.427	0.935	0.040
2,250 to 2,299	0.529	0.446	0.975	0.080
2,200 to 2,249	0.551	0.464	1.015	0.120
2,150 to 2,199	0.573	0.482	1.055	0.160
2,100 to 2,149	0.595	0.500	1.095	0.200
2,050 to 2,099	0.616	0.519	1.135	0.240

Notes:

- (1). The “L3R Transmission Surcharge” is the transmission portion of the L3R Surcharge, which is distance adjusted for all movements with no commodity adjustment.
- (2). An incremental \$0.04 USD per BBL terminalling charge is applied at Edmonton and Hardisty and added to the Canadian L3R Transmission Surcharge.
- (3). The L3R Transmission Surcharge for each volume ratchet is reduced by \$ 0.05 USD per BBL for the last 5-years of the 15-year term (October 1, 2031 – September 30, 2036).

The following tables show the L3R Surcharge (including the terminalling charge where applicable) component of the IJT Tolls and CLTs based on the MTS Test Year Ex-Gretna volume of 2,930 kbpd that equates to a 9-month rolling average Ex-Gretna volume of 2,930 kbpd which falls in the 2,886 to 2,935 kbpd volume ratchet and results in a \$0.825 USD per BBL L3R Transmission Surcharge. The L3R Surcharge applied during the Term of the MTS Agreement will be based on the volume ratchet that corresponds with the actual 9-month rolling average Ex-Gretna volume. The L3R Surcharge will therefore be adjusted during the Term of the MTS Agreement anytime the volume ratchet changes.

¹ [Final Issue Resolution Sheet 2013-02-A](#) and [Final Issue Resolution Sheet 2013-02-B](#)

IJT L3R SURCHARGE

FROM	TO	IJT L3R SURCHARGE IN US DOLLARS PER BARREL ⁽¹⁾⁽²⁾				
		Natural Gas Liquids	Condensate	Light Crude Petroleum	Medium Crude Petroleum	Heavy Crude Petroleum
Edmonton, Alberta	Clearbrook, Minnesota		0.5552	0.5552	0.5552	0.5552
	Superior, Wisconsin	0.6624	0.6624	0.6624	0.6624	0.6624
	Lockport, Illinois		0.9267	0.9267	0.9267	0.9267
	Mokena, Illinois		0.9267	0.9267	0.9267	0.9267
	Flanagan, Illinois		0.9267	0.9267	0.9267	0.9267
	Griffith, Indiana		0.9267	0.9267	0.9267	0.9267
	Stockbridge, Michigan		1.0236	1.0236	1.0236	1.0236
	Rapid River, Michigan	0.8093				
	Marysville, Michigan		1.0236	1.0236	1.0236	1.0236
	Sarnia, Ontario	1.0279	1.0279	1.0279	1.0279	1.0279
	Westover, Ontario		1.0966	1.0966	1.0966	1.0966
	Nanticoke, Ontario		1.1226	1.1226	1.1226	1.1226
Hardisty, Alberta	Clearbrook, Minnesota			0.4936	0.4936	0.4936
	Superior, Wisconsin			0.6007	0.6007	0.6007
	Lockport, Illinois			0.8650	0.8650	0.8650
	Mokena, Illinois			0.8650	0.8650	0.8650
	Flanagan, Illinois			0.8650	0.8650	0.8650
	Griffith, Indiana			0.8650	0.8650	0.8650
	Stockbridge, Michigan			0.9620	0.9620	0.9620
	Rapid River, Michigan					
	Marysville, Michigan			0.9620	0.9620	0.9620
	Sarnia, Ontario			0.9662	0.9662	0.9662
	Westover, Ontario			1.0349	1.0349	1.0349
	Nanticoke, Ontario			1.0610	1.0610	1.0610
Kerrobert, Saskatchewan	Clearbrook, Minnesota			0.3916		0.3916
	Superior, Wisconsin	0.4987		0.4987		0.4987
	Lockport, Illinois			0.7630		0.7630
	Mokena, Illinois			0.7630		0.7630
	Flanagan, Illinois			0.7630		0.7630
	Griffith, Indiana			0.7630		0.7630
	Stockbridge, Michigan			0.8600		0.8600
	Rapid River, Michigan	0.6456				
	Marysville, Michigan			0.8600		0.8600
	Sarnia, Ontario	0.8642		0.8642		0.8642
	Westover, Ontario			0.9329		0.9329
	Nanticoke, Ontario			0.9590		0.9590
Regina, Saskatchewan	Clearbrook, Minnesota			0.2672		0.2672
	Superior, Wisconsin			0.3744		0.3744
	Lockport, Illinois			0.6386		0.6386
	Mokena, Illinois			0.6386		0.6386
	Flanagan, Illinois			0.6386		0.6386
	Griffith, Indiana			0.6386		0.6386
	Stockbridge, Michigan			0.7356		0.7356
	Rapid River, Michigan					
	Marysville, Michigan			0.7356		0.7356
	Sarnia, Ontario			0.7398		0.7398
	Westover, Ontario			0.8085		0.8085
	Nanticoke, Ontario			0.8346		0.8346
Cromer, Manitoba	Clearbrook, Minnesota			0.1773	0.1773	0.1773
	Superior, Wisconsin	0.2845		0.2845	0.2845	0.2845
	Lockport, Illinois			0.5487	0.5487	0.5487
	Mokena, Illinois			0.5487	0.5487	0.5487
	Flanagan, Illinois			0.5487	0.5487	0.5487
	Griffith, Indiana			0.5487	0.5487	0.5487
	Stockbridge, Michigan			0.6457	0.6457	0.6457
	Rapid River, Michigan	0.4314				
	Marysville, Michigan			0.6457	0.6457	0.6457
	Sarnia, Ontario	0.6499		0.6499	0.6499	0.6499
	Westover, Ontario			0.7187	0.7187	0.7187
	Nanticoke, Ontario			0.7447	0.7447	0.7447

Notes:

1. The L3R Surcharge includes a transmission surcharge and an incremental \$0.04 USD per BBL terminalling charge at Edmonton and Hardisty.
2. The L3R transmission surcharge is set at \$0.825 USD per BBL (based on a Hardisty to Chicago movement and adjusted for distance for all other IJT receipt and delivery pairs) assuming a 9-month rolling average of Ex-Gretna volume of 2,930 kbpd.

Canada L3R Surcharge

FROM	TO	CANADA L3R SURCHARGE IN CANADIAN DOLLARS PER BARREL ^{(1) (2) (3)}				
		Natural Gas Liquids	Condensate	Light Crude Petroleum	Medium Crude Petroleum	Heavy Crude Petroleum
Edmonton, Alberta	Edmonton, Alberta		0.0547	0.0547	0.0547	0.0547
	Hardisty, Alberta		0.1395	0.1395	0.1395	0.1395
	Kerrobert, Saskatchewan		0.2248	0.2248	0.2248	0.2248
	Milden, Saskatchewan		0.2801	0.2801		
	Stony Beach Take-off, Saskatchewan		0.3959	0.3959	0.3959	0.3959
	Regina, Saskatchewan		0.3959	0.3959	0.3959	0.3959
	Gretna, Manitoba		0.6566	0.6566		
	International Boundary near Gretna, Manitoba	0.6580	0.6580	0.6580	0.6580	0.6580
Hardisty, Alberta	Hardisty, Alberta		0.0547	0.0547	0.0547	0.0547
	Kerrobert, Saskatchewan		0.1400	0.1400	0.1400	0.1400
	Milden, Saskatchewan			0.1953		
	Stony Beach Take-off, Saskatchewan		0.3111	0.3111	0.3111	0.3111
	Regina, Saskatchewan		0.3111	0.3111	0.3111	0.3111
	International Boundary near Gretna, Manitoba			0.5732	0.5732	0.5732
Kerrobert, Saskatchewan	Stony Beach Take-off, Saskatchewan			0.1711		0.1711
	Regina, Saskatchewan			0.1711		0.1711
	International Boundary near Gretna, Manitoba	0.4332		0.4332		0.4332
	Regina, Saskatchewan		0.0000	0.0000		0.0000
Regina, Saskatchewan	Gretna, Manitoba		0.2607	0.2607		
	International Boundary near Gretna, Manitoba			0.2622		0.2622
	International Boundary near Gretna, Manitoba	0.1386		0.1386	0.1386	0.1386
Cromer, Manitoba		0.1386		0.1386		
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.0058	0.0058	0.0058	0.0058	0.0058
	Westover, Ontario		0.1003	0.1003	0.1003	0.1003
	Nanticoke, Ontario		0.1362	0.1362	0.1362	0.1362
	Sarnia, Ontario		0.0000	0.0000		0.0000
Sarnia, Ontario	Westover, Ontario		0.0945	0.0945	0.0945	0.0945
	Nanticoke, Ontario		0.1304	0.1304		

Notes:

1. The L3R Surcharge includes a transmission surcharge and an incremental US\$0.04/bbl terminalling charge at Edmonton and Hardisty (adjusted for foreign exchange for the CLT tariff).
2. The L3R transmission surcharge is set at US\$0.825/bbl (based on a Hardisty to Chicago movement and adjusted for foreign exchange and distance for all CLT receipt and delivery pairs) assuming a 9-month rolling average of Ex-Gretna volume of 2,930 kbpd.
3. The foreign exchange rate used to translate the Canadian L3R Surcharge from USD to CAD is assumed to be 1.38 CAD per USD. The foreign exchange rate used each time there is an adjustment to the L3R transmission surcharge, or 12 months from the last foreign exchange adjustment, whichever occurs first is based on the preceding calendar month's average WM/Refinitiv 12:00pm noon Eastern Standard Time foreign exchange rate for converting CAD into USD as of the date of a tariff filing.

Schedule "F"

Calculation of Interim Period Refund Sur-Credits

Schedule “F” - Calculation of Interim Period Refund Sur-Credits

Enbridge will establish the Interim Period Refund Sur-Credits to return CAD \$219,108,425.69 to CLT Shippers and CAD \$379,207,561.86 to IJT Shippers. Both sur-credits will be distance adjusted and Commodity Adjusted based on the distance travelled on the Canadian Mainline and will be applied against the Canadian dollar-denominated tolls. Enbridge will apply both sur-credits to return the entire refund rateably over the period after the MTS Agreement is approved by the CER and ending on June 30, 2028. Once each of the Interim Period Refund Sur-Credits has returned its designated amount, it will be removed. Assuming that the sur-credits become effective on January 1, 2024, the refund period would be 54 months or 4.5 years. If the entire refund has not been returned by June 30, 2028, then the Interim Period Refund Sur-credits will be adjusted to ensure the entire refund is returned by the end of the Term.

$$\text{Refund Period} = \frac{\text{Refund Period in Months}}{\text{Months in a Year}} = \frac{54}{12} = 4.5 \text{ Years}$$

The examples below illustrate how the sur-credits are calculated for CLT Service shipments and IJT Service shipments based on forecasted throughput¹ and the corresponding commodity-weighted barrel miles expressed as LCE.

Example 1: The Interim CLT Sur-Credit applied against CLT Tolls for shipments of light Crude Petroleum on the Edmonton to Hardisty route

First, an annual CLT refund amount and a UTR for the Interim CLT Sur-Credit are derived as follows:

$$\text{Annual CLT Refund} = \frac{-\text{CLT Refund}}{\text{Refund Period}} = \frac{-\text{CAD\$219,108,425.69}}{4.5 \text{ Years}} = -\text{CAD\$48,690,761.26}$$

$$\begin{aligned} \text{Interim CLT Sur-Credit UTR} &= \frac{\text{Annual CLT Refund}}{\text{CLT LCE}} = \frac{-\text{CAD\$48,690,761.49}}{61,758 \text{ million barrel miles}} \\ &= -\text{CAD\$0.0007884 per barrel mile} \end{aligned}$$

The Interim CLT Sur-Credit will be distance adjusted and Commodity Adjusted based on the distance travelled on the Canadian Mainline:

$$\text{Interim CLT Sur-Credit} = \text{Interim CLT Sur-credit UTR} \times \text{Distance} \times \text{Commodity Adjustment}$$

$$\text{Interim CLT Sur-Credit} = -0.0007884 \times 108.7 \text{ miles} \times 1.00 = -\text{CAD\$0.0857 per barrel}$$

¹ For the purposes of the example calculation an annual throughput of 2,930 kbpd ex Gretna is assumed. The Interim CLT Sur-Credit and Interim IJT Sur-Credit will be adjusted annually based on the then-current throughput forecast.

Example 2: Interim IJT Sur-Credit applied against IJT Tolls for shipments of heavy Crude Petroleum on the Hardisty to Chicago route

First, the Canadian Mainline portion of market access international joint tariff LCE (“**Market Access IJT LCE**”) is subtracted from the total Canadian Mainline international joint tariff LCE (“**Total Canadian Mainline IJT CLE**”) to derive the Canadian Mainline non-market access international joint tariff LCE (“**Canadian Mainline Non-Market Access IJT LCE**”):

$$\begin{aligned} & \text{Canadian Mainline Non-Market Access IJT LCE} \\ &= \text{Total Canadian Mainline IJT LCE} - \text{Canadian Mainline portion of Market Access IJT LCE} \end{aligned}$$

$$\text{Canadian Mainline Non-Market Access IJT LCE} = 842,315 - 274,603 = 567,712 \text{ million barrel miles}$$

Next, an annual IJT refund amount and a UTR for the Interim IJT Sur-Credit are derived as follows:

$$\text{Annual IJT Refund} = \frac{-\text{IJT Refund}}{\text{Refund Period}} = \frac{-\text{CAD\$379,207,561.86}}{4.5 \text{ Years}} = -\text{CAD\$84,268,347.08}$$

$$\begin{aligned} \text{Interim IJT Sur-Credit UTR} &= \\ & \frac{\text{Annual IJT Refund}}{\text{Canadian Mainline Non-Market Access IJT LCE}} = \\ & \frac{-\text{CAD\$84,268,347.08}}{567,712 \text{ million barrel miles}} = -\text{CAD\$0.0001484 per barrel mile} \end{aligned}$$

Lastly, the Interim IJT Sur-Credit will be distance adjusted and Commodity Adjusted based on the distance travelled on the Canadian Mainline:

$$\text{Interim IJT Sur-Credit} = \text{Interim IJT Sur-credit UTR} \times \text{Distance} \times \text{Commodity Adjustment}$$

$$\text{Interim IJT Sur-Credit} = -0.0001484 \times 664.9 \text{ miles} \times 1.22 = -\text{CAD\$0.1204 per barrel}$$

Example 3: Final True-Up

At the end of the refund period, if the amount returned to shippers via the Interim CLT Sur-Credit or Interim IJT Sur-Credit is less-than or greater-than the respective designated amount, a true-up will be calculated and applied against the Canadian dollar-denominated tolls for a two-month true-up refund period.

Example 3A: This example assumes the CLT Refund was over-refunded by CAD \$1 million:

$$CLT\ Refund\ Overage = Amount\ Credited\ Against\ CLT\ Shipments - CLT\ Refund$$

$$CLT\ Refund\ Overage = CAD\$220.11\ million - CAD\$219.11\ million = CAD\$1\ million$$

$$CLT\ Refund\ Overage\ Period = \frac{Refund\ Period\ in\ Months}{Months\ in\ a\ Year} = \frac{2}{12} = \frac{1}{6}\ Year$$

Next, the “**CLT Refund Overage Surcharge UTR**” (as defined in the calculation below) for the Canadian local shipments is derived:

$$CLT\ Refund\ Overage\ Surcharge\ UTR = \frac{CLT\ Refund\ Overage}{CLT\ LCE \times CLT\ Refund\ Overage\ Period}$$

$$= \frac{CAD\$1\ million}{61,758\ million\ barrel\ miles \times \frac{1}{6}\ Year} = CAD\$0.0000972\ per\ barrel\ mile$$

Lastly, the surcharge that will be applied against CLT Tolls is distance adjusted and Commodity Adjusted based on the distance travelled on the Canadian Mainline. In this example, the true-up surcharge applicable to light Crude Petroleum transported from Edmonton to Hardisty would be calculated as follows:

$$CLT\ Refund\ Overage\ Surcharge$$

$$= CLT\ Refund\ Overage\ Surcharge\ UTR \times Distance \times Commodity\ Adjustment$$

$$CLT\ Refund\ Overage\ Surcharge = 0.0000972 \times 108.7\ miles \times 1.00 = CAD\$0.0106\ per\ barrel$$

Example 3B: This example assumes the IJT Refund was under-refunded by CAD \$2 million:

$$IJT \text{ Refund Shortfall} = \text{Amount Credited Against IJT Shipments} - IJT \text{ Refund}$$

$$IJT \text{ Refund Shortfall} = \text{CAD\$377.21million} - \text{CAD\$379.21 million} = -\text{CAD\$2 million}$$

$$IJT \text{ Refund Shortfall Period} = \frac{\text{Refund Period in Months}}{\text{Months in a Year}} = \frac{2}{12} = \frac{1}{6} \text{ Year}$$

First, the Canadian Mainline portion of Market Access IJT LCE is subtracted from the Total Canadian Mainline IJT LCE to derive the Canadian Mainline Non-Market Access IJT LCE:

$$\text{Canadian Mainline Non-Market Access IJT LCE}$$

$$= \text{Total Canadian Mainline IJT LCE} - \text{Canadian Mainline portion of Market Access IJT LCE}$$

$$\text{Canadian Mainline Non-Market Access IJT LCE} = 842,315 - 274,603 = 567,712 \text{ million barrel miles}$$

Next, the “**IJT Refund Shortfall Sur-Credit UTR**” (as defined in the calculation below) for the IJT Service shipments is derived:

$$IJT \text{ Refund Shortfall Sur-Credit UTR}$$

$$= \frac{IJT \text{ Refund Shortfall}}{\text{Canadian Mainline Non-Market Access IJT LCE} \times \text{Refund Shortfall Period}}$$

$$= \frac{-\text{CAD\$2 million}}{567,712 \text{ million barrel miles} \times \frac{1}{6}} = -\text{CAD\$0.0000211 per barrel mile}$$

Lastly, the sur-credit that will be applied against IJT Tolls is distance adjusted and Commodity Adjusted based on the distance travelled on the Canadian Mainline. In this example, the true-up sur-credit applicable to heavy Crude Petroleum transported from Hardisty to Chicago would be calculated as follows:

$$IJT \text{ Refund Shortfall Sur-Credit}$$

$$= IJT \text{ Refund Shortfall Sur-Credit UTR} \times \text{Distance} \times \text{Commodity Adjustment}$$

$$IJT \text{ Refund Shortfall Sur-Credit} = -0.0000211 \times 664.9 \text{ miles} \times 1.22 = -\text{CAD\$0.0171 per barrel}$$

Table 1: Interim Period Refund Sur-Credit Applied Against CLT Tolls (in CAD dollars per barrel)

Assuming that the Interim CLT Sur-Credit becomes effective January 1, 2024, and has a fifty-four (54) month refund period, the distance adjusted and Commodity Adjusted Interim CLT Sur-Credits for each receipt and delivery point will be as set out below. These amounts will be adjusted in the event that the Interim CLT Sur-Credit does not become effective January 1, 2024.

Receipt	Delivery	Light	Medium	Heavy	Condensate	Natural Gas Liquids
EDMONTON	HARDISTY	(0.0857)	(0.0926)	(0.1046)	(0.0789)	-
	KERROBERT	(0.1720)	(0.1857)	(0.2098)	(0.1582)	-
	MILDEN	(0.2278)	-	-	(0.2096)	-
	STONY BEACH	(0.3449)	(0.3725)	(0.4208)	(0.3173)	-
	REGINA	(0.3449)	(0.3725)	(0.4208)	(0.3173)	-
	GREटना	(0.6085)	-	-	(0.5598)	-
HARDISTY	KERROBERT	(0.0862)	(0.0931)	(0.1052)	(0.0793)	-
	MILDEN	(0.1421)	-	-	-	-
	STONY BEACH	(0.2592)	(0.2799)	(0.3162)	(0.2384)	-
	REGINA	(0.2592)	(0.2799)	(0.3162)	(0.2384)	-
KERROBERT	STONY BEACH	(0.1729)	-	(0.2110)	-	-
	REGINA	(0.1729)	-	(0.2110)	-	-
REGINA	GREटना	(0.2636)	-	-	(0.2425)	-
INTERNATIONAL BOUNDARY NEAR SARNIA	SARNIA	(0.0059)	(0.0063)	(0.0072)	(0.0054)	(0.0053)
	WESTOVER	(0.1014)	(0.1095)	(0.1237)	(0.0933)	-
	NANTICOKE	(0.1377)	(0.1487)	(0.1679)	(0.1266)	-
SARNIA	WESTOVER	(0.0955)	(0.1032)	(0.1165)	(0.0879)	-
	NANTICOKE	(0.1318)	-	-	(0.1212)	-
WESTOVER	NANTICOKE	(0.0372)	(0.0402)	-	-	-

Table 2: Interim Period Refund Sur-Credit Applied Against IJT Tolls (in CAD dollars per barrel)

Assuming that the Interim IJT Sur-Credit becomes effective January 1, 2024, and has a fifty-four (54) month refund period, the distance adjusted and Commodity Adjusted Interim IJT Sur-Credits for each receipt and delivery point will be as set out below. These amounts will be adjusted in the event that the Interim IJT Sur-Credit does not become effective January 1, 2024.

Receipt	Delivery	Light	Medium	Heavy	Condensate	Natural Gas Liquids
EDMONTON	CLEARBROOK	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	SUPERIOR	(0.1148)	(0.1240)	(0.1401)	(0.1056)	(0.1033)
	LOCKPORT	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	MOKENA	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	FLANAGAN	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	GRIFFITH	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	STOCKBRIDGE	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	MARYSVILLE	(0.1148)	(0.1240)	(0.1401)	(0.1056)	-
	RAPID RIVER	-	-	-	-	(0.1033)
	SARNIA	(0.1159)	(0.1252)	(0.1414)	(0.1067)	(0.1043)
	WESTOVER	(0.1339)	(0.1446)	(0.1634)	(0.1232)	-
NANTICOKE	(0.1407)	(0.1520)	(0.1717)	(0.1295)	-	
HARDISTY	CLEARBROOK	(0.0987)	(0.1066)	(0.1204)	-	-
	SUPERIOR	(0.0987)	(0.1066)	(0.1204)	-	-
	LOCKPORT	(0.0987)	(0.1066)	(0.1204)	-	-
	MOKENA	(0.0987)	(0.1066)	(0.1204)	-	-
	FLANAGAN	(0.0987)	(0.1066)	(0.1204)	-	-
	GRIFFITH	(0.0987)	(0.1066)	(0.1204)	-	-
	STOCKBRIDGE	(0.0987)	(0.1066)	(0.1204)	-	-
	MARYSVILLE	(0.0987)	(0.1066)	(0.1204)	-	-
	SARNIA	(0.0998)	(0.1078)	(0.1218)	-	-
	WESTOVER	(0.1178)	(0.1272)	(0.1437)	-	-
	NANTICOKE	(0.1246)	(0.1346)	(0.1520)	-	-
KERROBERT	CLEARBROOK	(0.0825)	-	(0.1006)	-	-
	SUPERIOR	(0.0825)	-	(0.1006)	-	(0.0742)
	LOCKPORT	(0.0825)	-	(0.1006)	-	-
	MOKENA	(0.0825)	-	(0.1006)	-	-
	FLANAGAN	(0.0825)	-	(0.1006)	-	-
	GRIFFITH	(0.0825)	-	(0.1006)	-	-
	STOCKBRIDGE	(0.0825)	-	(0.1006)	-	-
	MARYSVILLE	(0.0825)	-	(0.1006)	-	-
	RAPID RIVER	-	-	-	-	(0.0742)
	SARNIA	(0.0836)	-	(0.1019)	-	(0.0752)
	WESTOVER	(0.1015)	-	(0.1239)	-	-
NANTICOKE	(0.1084)	-	(0.1322)	-	-	

Receipt	Delivery	Light	Medium	Heavy	Condensate	Natural Gas Liquids
REGINA	CLEARBROOK	(0.0499)	-	(0.0609)	-	-
	SUPERIOR	(0.0499)	-	(0.0609)	-	-
	LOCKPORT	(0.0499)	-	(0.0609)	-	-
	MOKENA	(0.0499)	-	(0.0609)	-	-
	FLANAGAN	(0.0499)	-	(0.0609)	-	-
	GRIFFITH	(0.0499)	-	(0.0609)	-	-
	STOCKBRIDGE	(0.0499)	-	(0.0609)	-	-
	MARYSVILLE	(0.0499)	-	(0.0609)	-	-
	SARNIA	(0.0510)	-	(0.0622)	-	-
	WESTOVER	(0.0690)	-	(0.0842)	-	-
	NANTICOKE	(0.0758)	-	(0.0925)	-	-
CROMER	CLEARBROOK	(0.0264)	(0.0285)	(0.0322)	-	-
	SUPERIOR	(0.0264)	(0.0285)	(0.0322)	-	(0.0237)
	LOCKPORT	(0.0264)	(0.0285)	(0.0322)	-	-
	MOKENA	(0.0264)	(0.0285)	(0.0322)	-	-
	FLANAGAN	(0.0264)	(0.0285)	(0.0322)	-	-
	GRIFFITH	(0.0264)	(0.0285)	(0.0322)	-	-
	STOCKBRIDGE	(0.0264)	(0.0285)	(0.0322)	-	-
	MARYSVILLE	(0.0264)	(0.0285)	(0.0322)	-	-
	RAPID RIVER	-	-	-	-	(0.0237)
	SARNIA	(0.0275)	(0.0297)	(0.0335)	-	(0.0247)
	WESTOVER	(0.0455)	(0.0491)	(0.0555)	-	-
	NANTICOKE	(0.0523)	(0.0565)	(0.0638)	-	-

Schedule "G"

Example MTS Financial Return and True-Up Calculations

Schedule “G” - Example MTS Financial Return and True-Up Calculations

Annual Collar Test Mechanism

By April 1 of each year during the Term and starting in 2024, Enbridge will calculate the MTS Financial Return for the prior calendar year using revenue, costs, the annual average Foreign Exchange Rate¹, and the MTS Financial Model to determine whether the MTS Financial Return for the Enbridge Mainline is within the Collar. The following illustrative examples demonstrate how the MTS Financial Return will be calculated and how, if the MTS Financial Return is not within the Collar, the True-Up Surcharge or True-Up Sur-Credit will be determined².

Example 1: MTS Financial Return is within the Collar

Assume that for the prior calendar year, revenue, costs, and net income results are as shown in the tables below. The MTS Financial Return for the Enbridge Mainline would be 12.00%, which is within the Collar. Therefore, the True-Up Amount is zero.

Canadian Mainline		Lakehead System	
<i>(CAD\$ millions)</i>		<i>(US\$ millions)</i>	
Revenue	2,783	Revenue	3,064
Operating Expense	(621)	Operating Expense	(534)
Power Cost	(579)	Power Cost	(445)
Depreciation	(483)	Depreciation	(533)
Interest Expense	(256)	Interest Expense	(289)
Taxes	(177)	Taxes	(345)
Net Income	667	Net Income	919
Equity Base	6,102	Equity Base	7,262
MTS Financial Return (CDN Mainline portion)	10.94%	MTS Financial Return (Lakehead System portion)	12.65%
FX	1.38	FX	1.38

$$MTS\ Financial\ Return = \frac{(Canadian\ Mainline\ Net\ Income + (Lakehead\ System\ Net\ Income \times FX))}{(Canadian\ Mainline\ Equity\ Base + (Lakehead\ System\ Equity\ Base \times FX))}$$

$$MTS\ Financial\ Return = \frac{(667 + (919 \times 1.38))}{(6,102 + (7,262 \times 1.38))} = 12.00\%$$

While the Canadian Mainline MTS Financial Return is below the Collar Floor, the overall MTS Financial Return for the Enbridge Mainline is within the Collar, therefore, no True-up Surcharge or Sur-Credit is required.

¹ Annual average USD/CAD foreign exchange rate will be based on the WM/Refinitiv 12 noon EST FX benchmark.

² The illustrative examples below are shown in millions of dollars, therefore, the figures in these examples may not add up due to rounding. In the annual report, revenue, and costs for calculating the MTS Financial Return will be shown in dollars.

Example 2: MTS Financial Return is Below the Collar Floor

Assume that for the prior calendar year, revenue, costs, and net income results are as shown in the tables below. The MTS Financial Return for the Enbridge Mainline for the prior calendar year would be 10.49%, which is 51 bps below the Collar Floor.

Canadian Mainline		Lakehead System	
<i>(CAD\$ millions)</i>		<i>(US\$ millions)</i>	
Revenue	2,504	Revenue	2,738
Operating Expense	(486)	Operating Expense	(550)
Power Cost	(459)	Power Cost	(358)
Depreciation	(490)	Depreciation	(540)
Interest Expense	(253)	Interest Expense	(287)
Taxes	(193)	Taxes	(272)
Net Income	624	Net Income	732
Equity Base	5,890	Equity Base	7,013
MTS Financial Return (CDN Mainline portion)	10.59%	MTS Financial Return (Lakehead System portion)	10.44%
FX	1.35	FX	1.35

$$MTS \text{ Financial Return} = \frac{(Canadian \text{ Mainline Net Income} + (Lakehead \text{ System Net Income} \times FX))}{(Canadian \text{ Mainline Equity Base} + (Lakehead \text{ System Equity Base} \times FX))}$$

$$MTS \text{ Financial Return} = \frac{(624 + (732 \times 1.35))}{(5,890 + (7,013 \times 1.35))} = 10.49\%$$

Because the prior calendar year's MTS Financial Return for the Enbridge Mainline is below the Collar Floor, a True-Up Surcharge is required. A True-Up Surcharge will be calculated for each of the Canadian Mainline and Lakehead System because the MTS Financial Return for each system is below the Collar. In this example, the Canadian Mainline MTS Financial Return is 41 bps below the Collar Floor while the Lakehead System's MTS Financial Return is 56 bps below the Collar Floor.

The True-Up Amount for each of the Canadian Mainline and the Lakehead System is calculated using their respective income tax rates to convert the net income shortfall into a True-Up Amount as follows:

$$\begin{aligned} & True - Up \ Amount_{CDN \ ML} \\ &= \frac{(Collar \ Floor - MTS \ Financial \ Return_{CDN \ ML}) \times Canadian \ Mainline \ Equity \ Base}{(1 - Income \ Tax \ Rate_{CDN \ ML})} \end{aligned}$$

$$True - Up \ Amount_{CDN \ ML} = \frac{(11.00\% - 10.59\%) \times (5,890)}{(1 - 26.9\%)} = CAD\$33.0 \text{ million}$$

$$\text{True-Up Amount}_{LH} = \frac{(\text{Collar Floor} - \text{MTS Financial Return}_{LH}) \times \text{Lakehead System Equity Base}}{(1 - \text{Income Tax Rate}_{LH})}$$

$$\text{True-Up Amount}_{LH} = \frac{(11.00\% - 10.44\%) \times (7,013)}{(1 - 27.3\%)} = \text{USD\$54.0 million}$$

The UTR for the True-Up Amount is then calculated for each of the Canadian Mainline and the Lakehead System using forecasted³ Canadian Mainline and Lakehead System throughput (excluding Local Lakehead Service shipments) as follows:

$$\text{True-Up UTR}_{CDN ML} = \frac{\text{True-Up Amount}_{CDN ML}}{\text{Canadian Mainline IJT and CLT LCE}}$$

$$\text{True-Up UTR}_{CDN ML} = \frac{\text{CAD\$33.0 million}}{904,073 \text{ million bbl miles}} = \text{CAD\$ 0.000037/bbl mile}$$

$$\text{True-Up UTR}_{LH} = \frac{\text{True-Up Amount}_{LH}}{\text{Lakehead System IJT LCE}}$$

$$\text{True-Up UTR}_{LH} = \frac{\text{USD\$54.0 million}}{929,712 \text{ million bbl miles}} = \text{USD\$ 0.000058/bbl mile}$$

The True-Up Surcharge for a movement of heavy Crude Petroleum from Hardisty to the International Boundary near Gretna, Manitoba would be calculated as follows:

$$\text{True-Up Surcharge}_{CDN ML} = \text{True-Up UTR}_{CDN ML} \times \text{Commodity Adjustment} \times \text{distance}$$

$$\begin{aligned} \text{True-Up Surcharge}_{CDN ML} &= \text{CAD\$ 0.000037/bbl mile} \times 1.22 \text{ heavy adjustment} \times 665 \text{ miles} \\ &= \text{CAD\$ 0.02965/bbl} \end{aligned}$$

The True-Up Surcharge for a movement of heavy Crude Petroleum from the International Boundary near Neche, North Dakota to Chicago would be calculated as follows:

$$\text{True-Up Surcharge}_{LH} = \text{True-Up UTR}_{LH} \times \text{Commodity Adjustment} \times \text{distance}$$

³ The LCE used to calculate the examples in this Schedule is based on the 2,930 kbpd Test Year throughput case but the actual True-Up Surcharge or True-Up Sur-Credit will be determined based on the Enbridge Mainline's annual forecasted throughput at the time the True-Up Surcharge or True-Up Sur-Credit is calculated.

$$\begin{aligned} \text{True-Up Surcharge}_{LH} &= \text{USD\$ } 0.000058/\text{bbl mile} \times 790 \text{ miles} \times 1.22 \text{ heavy adjustment} \\ &= \text{USD\$ } 0.0560/\text{bbl} \end{aligned}$$

Example 3: MTS Financial Return is Above the Collar Ceiling

Assume that for the prior calendar year, revenue, costs and net income results are as shown in the tables below. The MTS Financial Return for the Enbridge Mainline for the prior calendar year would be 14.58%, which is 8 bps above the Collar Ceiling.

Canadian Mainline		Lakehead System	
<i>(CAD\$ millions)</i>		<i>(US\$ millions)</i>	
Revenue	2,950	Revenue	3,308
Operating Expense	(464)	Operating Expense	(558)
Power Cost	(642)	Power Cost	(535)
Depreciation	(515)	Depreciation	(592)
Interest Expense	(232)	Interest Expense	(276)
Taxes	(301)	Taxes	(366)
Net Income	795	Net Income	981
Equity Base	5,452	Equity Base	6,734
MTS Financial Return (CDN Mainline portion)	14.58%	MTS Financial Return (Lakehead System portion)	14.57%
FX	1.40	FX	1.40

$$\text{MTS Financial Return} = \frac{(\text{Canadian Mainline Net Income} + (\text{Lakehead System Net Income} \times \text{FX}))}{(\text{Canadian Mainline Equity Base} + (\text{Lakehead System Equity Base} \times \text{FX}))}$$

$$\text{MTS Financial Return} = \frac{(795 + (981 \times 1.40))}{(5,452 + (6,734 \times 1.40))} = 14.58\%$$

Because the prior calendar year's MTS Financial Return for the Enbridge Mainline is above the Collar Ceiling, a True-Up Sur-Credit is required. The True-Up Sur-Credit will be calculated for each of the Canadian Mainline and the Lakehead System because the MTS Financial Return for each system is above the Collar Ceiling. In this example, the Canadian Mainline MTS Financial Return is 8 bps above the Collar Ceiling while the Lakehead System's MTS Financial Return is 7 bps above the Collar Ceiling.

The True-Up Amount for each of the Canadian Mainline and the Lakehead System is calculated using their respective income tax rates to convert the net income overage into a True-Up Amount as follows:

$$\begin{aligned} &\text{True - Up Amount}_{\text{CDN ML}} \\ &= \frac{(\text{Collar Ceiling} - \text{MTS Financial Return}_{\text{CDN ML}}) \times \text{Canadian Mainline Equity Base}}{(1 - \text{Income Tax Rate}_{\text{CDN ML}})} \end{aligned}$$

$$\text{True - Up Amount}_{CDN ML} = \frac{(14.50\% - 14.58\%) \times (5,452)}{(1 - 26.9\%)} = -CAD\$5.97 \text{ million}$$

$$\text{True - Up Amount}_{LH} = \frac{(\text{Collar Ceiling} - \text{MTS Financial Return}_{LH}) \times \text{Lakehead System Equity Base}}{(1 - \text{Income Tax Rate}_{LH})}$$

$$\text{True - Up Amount}_{LH} = \frac{(14.50\% - 14.57\%) \times (6,734)}{(1 - 27.3\%)} = -USD\$6.48 \text{ million}$$

The UTR for the True-Up Amount is then calculated for each of the Canadian Mainline and the Lakehead System using the forecasted Canadian Mainline and Lakehead System throughput (excluding Local Lakehead Service shipments) as follows:

$$\text{True-Up UTR}_{CDN ML} = \frac{\text{True - Up Amount}_{CDN ML}}{\text{Canadian Mainline IJT and CLT LCE}}$$

$$\text{True-Up UTR}_{CDN ML} = \frac{-CAD\$5.97 \text{ million}}{904,073 \text{ million bbl miles}} = -CAD\$ 0.000007/\text{bbl mile}$$

$$\text{True-Up UTR}_{LH} = \frac{\text{True - Up Amount}_{LH}}{\text{Lakehead System IJT LCE}}$$

$$\text{True-Up UTR}_{LH} = \frac{-USD\$6.48 \text{ million}}{929,712 \text{ million bbl miles}} = -USD\$ 0.000007/\text{bbl mile}$$

The True-Up Sur-Credit for a movement of heavy Crude Petroleum from Hardisty to the International Boundary near Gretna, Manitoba is calculated as follows:

$$\text{True-Up Sur-Credit}_{CDN ML} = \text{True-Up UTR}_{CDN ML} \times \text{Commodity Adjustment} \times \text{distance}$$

$$\begin{aligned} \text{True-Up Sur-Credit}_{CDN ML} &= -CAD\$ 0.000007/\text{bbl mile} \times 1.22 \text{ heavy adjustment} \times 665 \text{ miles} \\ &= -CAD\$ 0.0054/\text{bbl} \end{aligned}$$

The True-Up Sur-Credit for a movement of heavy Crude Petroleum from the International Boundary near Neche, North Dakota to Chicago is calculated as follows:

$$\text{True-Up Sur-Credit}_{LH} = \text{True-Up UTR}_{LH} \times \text{Commodity Adjustment} \times \text{distance}$$

$$\begin{aligned} \text{True-Up Sur-Credit}_{LH} &= -\text{USD\$ } 0.000007/\text{bbl mile} \times 1.22 \text{ heavy adjustment} \times 790 \text{ miles} \\ &= -\text{USD\$ } 0.0067/\text{bbl} \end{aligned}$$

Example 4: MTS Financial Return is Below Collar Floor as a Result of the Lakehead System, but not the Canadian Mainline

Assume that for the prior calendar year, revenue, costs and net income results are as shown in the tables below. The MTS Financial Return for the Enbridge Mainline for the prior calendar year would be 10.97%, which is 3 bps below the Collar Floor.

Canadian Mainline

<i>(CAD\$ millions)</i>	
Revenue	2,599
Operating Expense	(486)
Power Cost	(503)
Depreciation	(491)
Interest Expense	(252)
Taxes	(207)
Net Income	660
Equity Base	5,927
MTS Financial Return (CDN Mainline portion)	11.13%
FX	1.39

Lakehead System

<i>(US\$ millions)</i>	
Revenue	2,852
Operating Expense	(550)
Power Cost	(393)
Depreciation	(541)
Interest Expense	(286)
Taxes	(294)
Net Income	788
Equity Base	7,250
MTS Financial Return (Lakehead System portion)	10.87%
FX	1.39

$$\text{MTS Financial Return} = \frac{(\text{Canadian Mainline Net Income} + (\text{Lakehead System Net Income} \times \text{FX}))}{(\text{Canadian Mainline Equity Base} + (\text{Lakehead System Equity Base} \times \text{FX}))}$$

$$\text{MTS Financial Return} = \frac{(660 + (788 \times 1.39))}{(5,927 + (7,250 \times 1.39))} = 10.97\%$$

Because the prior calendar year's MTS Financial Return for the Enbridge Mainline is below the Collar Floor, a True-Up Surcharge will be required. Since the MTS Financial Return for the Lakehead System is below the Collar Floor but the MTS Financial Return for the Canadian Mainline is within the Collar, the True-Up Surcharge will be applied only to the Lakehead System.

Despite the fact that the True-Up Surcharge will only be applied to the Lakehead System, the True-up Amount remains the change in revenue that would have resulted in an after-tax MTS Financial Return for the Enbridge Mainline, as a whole, increasing to the Collar Floor. In this scenario the Lakehead income tax rate is used to

convert the net income shortfall to a True-Up Amount as the shortfall was a result of the Lakehead System's MTS Financial Return being below the Collar.

$$\text{True - Up Amount}_{Total} = \frac{(\text{Collar Floor} - \text{MTS Financial Return}) \times \text{Total Mainline Equity Base}}{(1 - \text{Income Tax Rate}_{LH})}$$

$$\text{True - Up Amount}_{Total} = \frac{(11.00\% - 10.97\%) \times \left(\frac{5,927}{1.39} + 7,250\right)}{(1 - 27.3\%)} = \text{USD\$4.75 million}$$

The UTR for the True-Up Amount is then calculated using the forecasted Lakehead System throughput (excluding Local Lakehead Service shipments) as follows:

$$\text{True-Up UTR}_{LH} = \frac{\text{True - Up Amount}_{Total}}{\text{Lakehead System IJT LCE}}$$

$$\text{True-Up UTR}_{LH} = \frac{\text{USD\$4.75 million}}{929,712 \text{ million bbl miles}} = \text{USD\$ 0.000005/bbl mile}$$

The True-Up Surcharge for a movement of heavy Crude Petroleum from the International Boundary near Neche, North Dakota to Chicago is:

$$\text{True-Up Surcharge}_{LH} = \text{True-Up UTR}_{LH} \times \text{Commodity Adjustment} \times \text{distance}$$

$$\begin{aligned} \text{True-Up Surcharge}_{LH} &= \text{USD\$ 0.000005/bbl mile} \times 1.22 \text{ heavy adjustment} \times 790 \text{ miles} \\ &= \text{USD\$ 0.00493/bbl} \end{aligned}$$

Schedule "H"

Example O&A Escalator Calculations

Schedule “H” - Example O&A Escalator Calculations

The O&A cost components of the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls will be escalated by the year-over-year percentage change in the annual average US CPI-U index data for the prior calendar year as described in Figure 1 below. The tolls will be escalated annually during the Term beginning July 1, 2024.

Figure 1. 2024 Example of year-over-year O&A escalation calculation

$$2024 \text{ O\&A Escalation } \% = \frac{2023 \text{ Index}^1 - 2022 \text{ Index}^1}{2022 \text{ Index}^1}$$

For example, using the 2022 annual average US CPI-U index of 292.66 and assuming an illustrative 2023 annual average US CPI-U index of 298.50, the 2024 O&A Escalation % will be calculated as:

$$2024 \text{ O\&A Escalation } \% = \frac{298.50 - 292.66}{292.66} = 2.000\%$$

Notes:

1. The O&A cost component of the MTS Base Toll was derived using a test year O&A cost of CAD\$509 million for the Canadian Mainline and USD\$583 million for Lakehead System and LCE throughput from the 2,930 kbps volume scenario.
2. The O&A cost component of the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls will be escalated annually every July 1 during the Term beginning July 1, 2024 by 100% of annual average year-over-year change in US CPI-U index, as reported for the prior calendar year and sourced from the Bureau of Labor Statistics Data website:
<https://data.bls.gov/timeseries/CUUR0000SA0>

Schedule "I"

Example Power Escalator Calculations

Schedule “I” - Example Power Escalator Calculations

The power cost components¹ of the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls will be escalated by the year-over-year percentage increase in the power consumption weighted average power prices/indices of each region (province or state) in which each of the Canadian Mainline and Lakehead System, as applicable, are located. The power consumption weighting for each region is determined with reference to the power consumption by region set out in the MTS Financial Model Test Year, and such power consumption weighting will remain constant throughout the Term. During the Term, the tolls will be escalated annually beginning July 1, 2024.

Electrical power consumption weighting by region for the Test Year (based on throughput of the 2,930 kbpd) is outlined in Figures 2 and 3 below and will be used for the escalation calculation throughout the Term of the MTS agreement.

Power consumption weighting for each region will be calculated using publicly available data from Statistics Canada and the EIA (source links below) and will be based on the previous calendar year annual average year-over-year change of the index/price data for such region as per Figure 1 below. For clarity, negative year-over-year escalations within an individual region are included in each year’s total consumption weighted average power cost escalator for each of the Canadian Mainline and Lakehead. The Carry Forward Offset Amount in Article 18.1 of the MTS Agreement will only apply if the total consumption weighted average escalator for either Canadian Mainline or Lakehead results in a negative value.

Figure 1. Regional (province or state) year-over-year power escalation calculation

$$2024 \text{ Regional Escalation } \% = \frac{2023 \text{ Index}^1 - 2022 \text{ Index}^1}{2022 \text{ Index}^1}$$

Figure 2. Canadian Mainline example year-over-year regional power consumption weighted average power escalation calculation

Canadian Mainline	Power Consumption Weighting (Fixed over the Term)	Example 2024 Regional YoY Escalation	Example Weighted Average Escalation
Alberta	24.94%	2.000%	0.499%
Saskatchewan	51.26%	1.000%	0.513%
Manitoba	22.79%	3.000%	0.684%
Ontario	1.01%	0.500%	0.005%
Total Canadian Power Escalation	100.0%		1.700%

¹ The power cost component was derived using a test year power cost of CAD\$541 million for the Canadian Mainline and USD\$397 million for Lakehead System and LCE throughput from 2,930 kbpd volume scenario. These figures exclude DRA cost.

Figure 3. Lakehead example year-over-year regional power consumption weighted average power escalation calculation

Lakehead	Power Consumption Weighting (Fixed over the Term)	Example 2024 Regional YoY Escalation	Example Weighted Average Escalation
Illinois	10.54%	1.500%	0.158%
Indiana	0.78%	-3.000%	-0.023%
Michigan	9.17%	1.000%	0.092%
Minnesota	32.48%	3.000%	0.974%
New York	0.18%	1.000%	0.002%
North Dakota	0.21%	2.000%	0.004%
Wisconsin	46.64%	1.500%	0.700%
Total Lakehead Power Escalation	100.0%		1.906%

Data Sources:

Canadian Mainline

1. Statistics Canada. Table 18-10-0204-01 Electric power selling price index, monthly: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810020401>.
2. Data must be selected for each province, data to be used will be the “Electric power selling price over 5000kw” to represent Enbridge as an industrial user.
3. Data is represented as an Index value (and not a mill rate).

Lakehead

4. EIA Form 861M - Sales and Revenue <https://www.eia.gov/electricity/data/eia861m/>.
5. Electricity Sales and Revenue data from the “State-YTD-States” tab can be filtered for each state. The escalation will be based on the “Industrial” price data to represent Enbridge as an industrial user.
6. Excel data link: https://www.eia.gov/electricity/data/eia861m/xls/sales_revenue.xlsx.
7. Data is represented as a millrate (c/kWh).

Note:

1. The Statistics Canada data is shown as monthly Index values, the annual average will be used for each calendar year. The EIA data is provided as a full year average cent/kWh value which will be used in the escalation calculation as the Index value.

Schedule "J"

Example Negative Escalator Calculations

Schedule “J” - Example Negative Escalator Calculations

If either the O&A Escalator, the Lakehead Power Escalator or the Canadian Mainline Power Escalator are negative in any year of the Term, the corresponding cost component will not be adjusted and the calculated negative percentage shall be carried forward and applied to reduce the O&A Escalator, the Lakehead Power Escalator or the Canadian Mainline Power Escalator as applicable, in subsequent years. See Figures 1 to 3 below for an illustrative example of each index/price escalation and the corresponding toll component escalation.

Figure 1. Illustrative Example of Canadian Power Cost Component Escalation

Illustrative Power Escalation – Canadian Mainline			1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28
Carry Forward Offset Amount (prior year)	(a)	(d) prior year	N/A	-2.0%	-1.0%	0.0%	0.0%
Power Escalator – Canadian Mainline	(b)	Calculated	-2.0%	1.0%	2.0%	2.0%	1.0%
Canadian Power Cost Component Escalation	(c)	(a) + (b), if > 0%	0.0%	0.0%	1.0%	2.0%	1.0%
Carry Forward Offset Amount (current)	(d)	(a) + (b), if < 0%	-2.0%	-1.0%	0.0%	0.0%	0.0%

Figure 2. Illustrative Example of US Power Cost Component Escalation

Illustrative Power Escalation – Lakehead			1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28
Carry Forward Offset Amount (prior year)	(a)	(d) prior year	N/A	0.0%	0.0%	-2.0%	0.0%
Power Escalator – Lakehead System	(b)	Calculated	1.0%	2.0%	-2.0%	3.0%	2.0%
US Power Cost Component Escalation	(c)	(a) + (b), if > 0%	1.0%	2.0%	0.0%	1.0%	2.0%
Carry Forward Offset Amount (current)	(d)	(a) + (b), if < 0%	0.0%	0.0%	-2.0%	0.0%	0.0%

Figure 3. Illustrative Example of Canadian and US O&A Cost Component Escalation

Illustrative O&A Cost Escalation			1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27	1-Jul-28
Carry Forward Offset Amount (prior year)	(a)	(d) prior year	N/A	0.0%	-2.0%	-0.5%	0.0%
US CPI-U	(b)	Calculated	2.0%	-2.0%	1.5%	2.0%	2.0%
Canadian and US O&A Cost Component Escalation	(c)	(a) + (b), if > 0%	2.0%	0.0%	0.0%	1.5%	2.0%
Carry Forward Offset Amount (current)	(d)	(a) + (b), if < 0%	0.0%	-2.0%	-0.5%	0.0%	0.0%

Schedule "K"

Initial O&A and Power Cost Components and Example Escalation

Schedule “K” - Initial O&A and Power Cost Components and Example Escalation

The initial O&A cost¹ and power cost² components of the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls were determined using Test Year O&A costs, power costs and throughput. The O&A cost and power cost components of the toll will be escalated annually beginning July 1, 2024, by their respective escalator methodologies. The O&A cost and power cost components of the toll shown in the tables below reflect Hardisty to the International Boundary near Gretna and the International Boundary near Gretna to Chicago heavy Crude Petroleum tolls. The tolls will be distance adjusted for other receipt and delivery points and commodity adjusted for other commodity types. For clarity, the fixed cost components of the Base CLT Tolls, CAD Base IJT Tolls, and USD Base IJT Tolls are not subject to escalation.

Canadian Mainline	
Hardisty - Border Heavy	
	CADS/bbl
O&A Cost Component	\$0.4567
Power Cost Component	\$0.4856
Fixed Cost Component	\$0.7119
Total MTS CLT & CAD Base IJT Toll	\$1.6542

Lakehead	
Border - Chicago Heavy	
	US\$/bbl
O&A Cost Component	\$0.5841
Power Cost Component	\$0.3979
Fixed Cost Component	\$1.5851
Total USD Base IJT Toll	\$2.5671

For example, assume the 2024 O&A Escalator is 2.00%, which is calculated pursuant to Schedule H. The 2024 Power Escalator is 1.700% and 1.906% for Canadian Mainline and Lakehead, respectively, calculated pursuant to Schedule I. The initial components of the toll will be escalated by the respective escalators. The illustrative examples below show the escalation that would be applied in 2024.

Figure 1. Illustrative Example of Escalated CLT & CAD Base IJT Tolls for July 1, 2024

Canadian Mainline			
Hardisty - Border Heavy	Reference	Calculation	CADS/bbl
O&A Cost Component	Prior year toll * O&A Escalator	$\$0.4567 * (1+2.000\%)$	\$0.4658
Power Cost Component	Prior year toll * Power Cost Escalator	$\$0.4856 * (1+1.700\%)$	\$0.4939
Fixed Cost Component	No Change	N/A	\$0.7119
Total MTS CLT & CAD Base IJT Toll			\$1.6716

Privileged & Confidential

K-2

Figure 2. Illustrative Example of Escalated USD Base IJT Tolls for July 1, 2024

Lakehead			
Hardisty - Border Heavy	Reference	Calculation	US\$/bbl
O&A Cost Component	Prior year toll * O&A Escalator	\$0.5841 * (1+2.000%)	\$0.5958
Power Cost Component	Prior year toll * Power Cost Escalator	\$0.3979 * (1+1.906%)	\$0.4055
Fixed Cost Component	No Change	N/A	\$1.5851
Total MTS USD Base IJT Toll			\$2.5864

Notes:

1. The O&A cost component of the MTS Base toll was calculated using the Test Year O&A cost amounts in the MTS Financial Model of CAD\$509 million for Canadian Mainline and US\$583 million for Lakehead, and Canadian Mainline and Lakehead Light Crude Equivalent bbl mile (LCE) from the 2,930 kbpd Test Year throughput profile.
2. The power cost component of the MTS Base toll was calculated using the Test Year power cost amounts (excluding drag reducing agent) in the MTS Financial Model of CAD\$541 million for Canadian Mainline and US\$397 million for Lakehead, and the Canadian Mainline and Lakehead Light Crude Equivalent bbl mile (LCE) from the 2,930 kbpd Test Year throughput profile.

Schedule "L"

Example Prospective Collar Surcharge or Sur-Credit Calculations

Schedule “L” - Example Prospective Collar Surcharge or Sur-Credit Calculations

Prospective Collar Test Mechanism

The following examples are illustrative only and are intended to demonstrate how Enbridge would make a prospective toll adjustment to the applicable Base CLT Tolls, CAD Base IJT Tolls and USD Base IJT Tolls, pursuant to Article 12.21. Furthermore, in a year in which such a prospective toll surcharge or sur-credit was applied, how the MTS Financial Return and Collar True-Up Surcharge or True-Up Sur-Credit would be calculated after the end of the calendar year.

Example 1: Prospective Collar True-Up Surcharge or Sur-Credit

Assume that Enbridge anticipates that the MTS Financial Return for the Enbridge Mainline for the then-current year will be 10.18% which is 82 bps below the Collar.

Canadian Mainline

<i>(C\$ millions)</i>	
Revenue	2,596
Operating Expense	(589)
Power Cost	(487)
Depreciation	(493)
Interest Expense	(251)
Taxes	(184)
Net Income	593
Equity Base	5,977
MTS Financial Return (CDN Mainline portion)	9.92%
FX	1.35

Lakehead System

<i>(US\$ millions)</i>	
Revenue	2,872
Operating Expense	(653)
Power Cost	(381)
Depreciation	(543)
Interest Expense	(285)
Taxes	(276)
Net Income	735
Equity Base	7,100
MTS Financial Return (Lakehead portion)	10.35%
FX	1.35

$$\text{Anticipated MTS Financial Return} = \frac{(\text{CDN Mainline Net Income} + (\text{Lakehead System Net Income} \times \text{FX}))}{(\text{CDN Mainline Equity Base} + (\text{Lakehead System Equity Base} \times \text{FX}))}$$

$$\text{Anticipated MTS Financial Return} = \frac{(593 + (735 \times 1.35))}{(5,977 + (7,100 \times 1.35))} = 10.18\%$$

The anticipated MTS Financial Return for the Enbridge Mainline as a whole is expected to be below the Collar, and the anticipated MTS Financial Return for each the Canadian Mainline and Lakehead System is also expected to be below the Collar:

$$\text{Anticipated MTS Financial Return}_{CDN ML} = \frac{(\text{Canadian Mainline Net Income})}{(\text{Canadian Mainline Equity Base})}$$

$$\text{Expected MTS Financial Return}_{CDN ML} = \frac{(593)}{(5,977)} = 9.92\%$$

$$\text{Expected MTS Financial Return}_{LH} = \frac{(\text{Lakehead Net Income} \times FX)}{(\text{Lakehead Equity Base} \times FX)}$$

$$\text{Expected MTS Financial Return}_{LH} = \frac{(735 \times 1.35)}{(7,100 \times 1.35)} = 10.35\%$$

Given that the forecast Canadian Mainline MTS Financial Return is 108 bps below the Collar Floor and the forecast Lakehead System MTS Financial Return is 65 bps below the Collar Floor, a Prospective Collar Surcharge will be required for each of the Canadian Mainline and the Lakehead System and put into effect October 1st. The Forecast True-Up Amount will be calculated separately for the Canadian Mainline and Lakehead System using their respective income tax rates to convert the required change in net income into a Forecast True-Up Amount as follows:

$$\begin{aligned} & \text{Forecast True - Up Amount}_{CDN ML} \\ = & \frac{(\text{Collar Floor} - \text{Expected MTS Financial Return}_{CDN ML}) \times \text{Canadian Mainline Equity Rate Base}}{(1 - \text{Income Tax Rate}_{CDN ML})} \end{aligned}$$

$$\text{Forecast True - Up Amount}_{CDN ML} = \frac{(11.00\% - 9.92\%) \times (5,977)}{(1 - 26.9\%)} = \text{CAD}\$88.3 \text{ million}$$

$$\begin{aligned} & \text{Forecast True - Up Amount}_{LH} \\ = & \frac{(\text{Collar Floor} - \text{Expected MTS Financial Return}_{LH}) \times \text{Lakehead System Equity Rate Base}}{(1 - \text{Income Tax Rate}_{LH})} \end{aligned}$$

$$\text{Forecast True - Up Amount}_{LH} = \frac{(11.00\% - 10.35\%) \times 7,100}{(1 - 27.3\%)} = \text{USD}\$63.5 \text{ million}$$

The Forecast True-Up UTR is then calculated for the Canadian Mainline and the Lakehead System using the forecasted Canadian Mainline and Lakehead System throughput (excluding Local Lakehead Service shipments) for the remainder of the then current year and until June 30th the following year¹:

$$\text{Forecast True - Up UTR}_{CDN ML} = \frac{\text{Forecast True - Up Amount}_{CDN ML}}{\text{Canadian Mainline IJT and CLT LCE}}$$

$$\text{Forecast True - Up UTR}_{CDN ML} = \frac{\text{CAD\$ 88.3 million}}{676,197 \text{ million bbl miles}} = \text{CAD\$ 0.000122/bbl mile}$$

$$\text{Forecast True - Up UTR}_{LH} = \frac{\text{Forecast True - Up Amount}_{LH}}{\text{Lakehead System IJT LCE}}$$

$$\text{Forecast True - Up UTR}_{LH} = \frac{\text{USD\$63.5 million}}{695,374 \text{ million bbl miles}} = \text{USD\$ 0.000091/bbl mile}$$

The Prospective Collar Surcharge for a movement of heavy Crude Petroleum from Hardisty to the International Boundary near Gretna, Manitoba is calculated as follows:

$$\begin{aligned} & \text{Prospective Collar Surcharge}_{CDN ML \text{ Base Toll}} \\ & = \text{Forecast True - Up UTR}_{CDN ML} \times \text{Commodity Adjustment} \times \text{distance} \end{aligned}$$

$$\begin{aligned} & \text{Prospective Collar Surcharge}_{CDN ML \text{ Base Toll}} \\ & = \text{CAD\$ } \frac{0.000122}{\text{bbl}} \text{ mile} \times 1.22 \text{ heavy adjustment} \times 665 \text{ miles} = \text{CAD\$ 0.0991/bbl} \end{aligned}$$

The Prospective Collar Surcharge for a movement of heavy Crude Petroleum from the International Boundary near Neche, North Dakota to Chicago is calculated as follows:

$$\text{Prospective Collar Surcharge}_{LH \text{ Base Toll}} = \text{Adjustment UTR}_{LH} \times \text{Commodity Adjustment} \times \text{distance}$$

$$\begin{aligned} & \text{Prospective Collar Surcharge}_{LH \text{ Base Toll}} \\ & = \text{USD\$ } \frac{0.000091}{\text{bbl}} \text{ mile} \times 1.22 \text{ heavy adjustment} \times 790 \text{ miles} = \text{USD\$ 0.0880/bbl} \end{aligned}$$

¹ Enbridge and MTS Management Subcommittee may agree to extend recovery of the Prospective Collar Surcharge or Sur-Credit to June 30th of the following year.

Example 2: Calculating the MTS Financial Return for Years in which there is a Prospective Collar Surcharge or Sur-Credit

By April 1st of the year following a Prospective Collar Surcharge or Sur-Credit, the MTS Financial Return is to be calculated excluding the Prospective Surcharge or Sur-Credit revenue. If the MTS Financial Return is within the Collar, then Enbridge will fully reverse the amount collected/disbursed under the Prospective Collar Surcharge or Prospective Collar Sur-Credit as set forth in Section 12.23. If the MTS Financial Return is outside of the Collar, then the True-Up Amount will be calculated and adjusted by the revenue refunded or collected through the Prospective Collar Surcharge or Sur-Credit before being converted to a True-Up Surcharge or True-Up Sur-Credit.

An example of how this would be implemented is set forth below. The values in the following tables are illustrative prior year results.

Canadian Mainline

<i>(CAD\$ millions)</i>	
Revenue	2,585
Operating Expense	(560)
Power Cost	(500)
Depreciation	(493)
Interest Expense	(251)
Taxes	(184)
Net Income	597
Equity Base	5,977
MTS Financial Return (CDN ML portion)	9.99%
FX	1.35

Lakehead System

<i>(US\$ millions)</i>	
Revenue	2,880
Operating Expense	(620)
Power Cost	(440)
Depreciation	(543)
Interest Expense	(285)
Taxes	(276)
Net Income	716
Equity Base	7,100
MTS Financial Return (Lakehead portion)	10.08%
FX	1.35

$$MTS\ Financial\ Return = \frac{(Canadian\ Mainline\ Net\ Income + (Lakehead\ Net\ Income \times FX))}{(Canadian\ Mainline\ Equity\ Base + (Lakehead\ Equity\ Base \times FX))}$$

$$MTS\ Financial\ Return = \frac{(537 + (716 \times 1.35))}{(5,977 + (7,100 \times 1.35))} = 10.05\%$$

The MTS Financial Return for the Enbridge Mainline is below the Collar Floor. The next step is to calculate the True-Up Amount that would have been required to bring each of the Canadian Mainline and the Lakehead System to the Collar Floor.

$$True - Up\ Amount_{CDN\ ML} = \frac{(Collar\ Floor - MTS\ Financial\ Return_{CDN\ ML}) \times Canadian\ Mainline\ Equity\ Rate\ Base}{(1 - Income\ Tax\ Rate_{CDN\ ML})}$$

$$\text{True - Up Amount}_{CDN ML} = \frac{(11.00\% - 9.99\%) \times (5,977)}{(1 - 26.9\%)} = \text{CAD\$82.6 million}$$

$$\text{True - Up Amount}_{LH} = \frac{(\text{Collar Floor} - \text{MTS Financial Return}_{LH}) \times \text{Lakehead System Equity Rate Base}}{(1 - \text{Income Tax Rate}_{LH})}$$

$$\text{True - Up Amount}_{LH} = \frac{(11.00\% - 10.08\%) \times (7,100)}{(1 - 27.3\%)} = \text{USD\$89.8 million}$$

The True-Up Amount for each of the Canadian Mainline and the Lakehead System is then adjusted by subtracting the revenue collected through the Prospective Collar Surcharge for each system. In this example, it is assumed the Canadian Mainline collected CAD\$91.0 million through the Prospective Collar Surcharge and the Lakehead System collected USD\$83.9 million:

$$\text{True - Up Amount}_{CDN ML} = \text{CAD\$82.6 million} - \text{CAD\$91.0 million} = -\text{CAD\$8.4 million}$$

$$\text{True - Up Amount}_{LH} = \text{USD\$89.8 million} - \text{CAD\$83.9 million} = \text{USD\$6.0 million}$$

The Canadian Mainline True-Up Sur-Credit and Lakehead System True-Up Surcharge would then be calculated using the adjusted True-Up Amounts and the methodology further described in Schedule G.

Schedule "M"

Representative Stakeholder Group Agreement

Enbridge Pipelines Inc.
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 Pipelines Inc. (“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 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,

Enbridge Pipelines Inc. Representative Stakeholder Group Agreement December 14, 2023

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.

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

Enbridge Pipelines Inc. Representative Stakeholder Group Agreement December 14, 2023

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 possibly 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 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

Enbridge Pipelines Inc. Representative Stakeholder Group Agreement December 14, 2023

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 “without prejudice”¹ 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

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

Enbridge Pipelines Inc. Representative Stakeholder Group Agreement December 14, 2023

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 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

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

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 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.

Enbridge Pipelines Inc. Representative Stakeholder Group Agreement December 14, 2023

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 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.

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

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.

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

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

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 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:

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

“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.

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.

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

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 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.

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

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.

Enbridge Pipelines Inc.
Representative Stakeholder Group Agreement
December 14, 2023

Executed this _____ day of _____, 20 _____.

_____ Member _____ Observer

Company/Organization:

Enbridge Pipelines Inc.

Name: _____

Name: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Schedule "N"

Canadian Agreements

Schedule “N” - Canadian Agreements

	Agreement	Relevant Dates (In Service Date, Term of Commercial Agreement and Expiry Date)	Applicable Depreciation Term/End Date(s) ¹	Remaining Rate Base as of July 1, 2021 (CAD \$MM)
1	Alberta Clipper Canada Settlement dated June 28, 2007 – NEB OH-4-2007 ²	Assets in- service April 1, 2010 and agreement has 15 year term expiring March 31, 2025	Depreciation calculated over 30 years	\$1,388.2
2	Line 4 Extension Settlement dated June 28, 2007 – NEB OH-5-2007 ³	Assets in- service April 1, 2009 and agreement has 15 year term expiring March 31, 2024	Depreciation calculated over 30 years	\$201.8
3	Southern Access Enbridge Pipelines Surcharge Terms dated January 31, 2008 – E101-2008-01 01 ⁴	Assets in- service May 31, 2008 and agreement has 30 year term expiring May 30, 2038	Depreciation calculated over 30 years	\$125.0
4	Line 3 Replacement Settlement dated May 13, 2014 – E101-2014-03 0101 ⁵	Assets in- service October 1, 2021 and agreement has a 15 year term expiring September 30, 2036	Depreciation calculated over 30 years	\$4,455.2 ⁶

¹ Per the terms of the MTS agreement, the previous depreciation periods have been replaced with a December 31, 2048 truncation date.

² [CAPP Support Letter - Alberta Clipper Canada Settlement](#), and NEB Reasons for Decision - [OH-4-2007](#), PDF pp. 64 and 65.

³ [NEB Reasons for Decision - OH-5-2007](#), PDF pp. 34.

⁴ [Enbridge Application for Mainline Expansion Toll Mechanism](#) - Appendix A, PDF pp. 10-11 and [NEB Letter](#) dated March 6, 2008.

⁵ [Application for Approval of Toll Principles Respecting the Line 3 Replacement Program](#), Attachment 1 - [Issue Resolution Sheet 2013-02-A](#) and [NEB Letter dated August 25, 2014](#).

⁶ Remaining Rate Base based on the Class IV capital cost estimate.

Privileged & Confidential

N-2

Schedule "O"

US Agreements

Schedule “O” - US Agreements

	Agreement	Relevant Dates (In Service Date, Term of Commercial Agreement and Expiry Date)	Applicable Depreciation Term/End Date(s) ¹	Remaining Rate Base as of July 1, 2021 (USD \$MM)
1	Griffith Hartsdale Transfer Lines Project (FSM Project #1) – FERC Docket No. 0R04-02	Assets in-service December 1, 2004	Depreciation calculated per current FERC approved truncation date	\$85.5
2	Superior Manifold Modification Project (FSM Project #3) – FERC Docket No. 0R04-2	Assets in-service November 1, 2004	Depreciation calculated per current FERC approved truncation date	
3	Line 17 (Toledo) Expansion Project (FSM Project #4) – FERC Docket No. 0R04-02	Assets in-service June 30, 2004 and agreement has a 25 year term expiring June 29, 2029	Not Applicable	
4	Tank 34 at Superior Terminal & Tank 79 at Griffith Terminal (FSM Project #6) – FERC Docket No. 0R08-10	Assets in-service August 1, 2007	Depreciation calculated per current FERC approved truncation date	
5	Clearbrook Manifold (FSM Project #7) – FERC Docket No. 0R08-10	Assets in-service June 1, 2008	Depreciation calculated per current FERC approved truncation date	
6	Tank 35 at Superior Terminal & Tank 80 at Griffith Terminal (FSM Project #8) – FERC Docket No. 0R08-10	Assets in-service August 1, 2008	Depreciation calculated per current FERC approved truncation date	
7	Line 3 Conversion Project (FSM Project #13) – FERC Docket No, 0R10-7	Assets in-service April 1, 2010	Depreciation calculated per current FERC approved truncation date	
8	Griffith Terminal Expansion (FSM Project #16) – FERC Docket No. OR12-8	Assets in-service March 20, 2013	Depreciation calculated per current FERC approved truncation date	
9	Flanagan Tank Replacement (FSM Project #17) – FERC Docket No. OR13-11	Assets in-service December 16, 2013	Depreciation calculated per current FERC approved truncation date	
10	Southern Access Mainline Expansion Surcharge Terms (Exhibit III of Offers of Settlement) (FSM Project #5) – FERC Docket No. 0R06-03	Assets in-service April 1, 2008 and agreement has a 30 year term expiring March 31, 2038	Depreciation calculated over 30 years per agreement	

	Agreement	Relevant Dates (In Service Date, Term of Commercial Agreement and Expiry Date)	Applicable Depreciation Term/End Date(s) ¹	Remaining Rate Base as of July 1, 2021 (USD \$MM)
11	Alberta Clipper U.S. Expansion (U.S. Term Sheet dated June 28, 2007) (FSM Project #12) – FERC Docket No, 0R08-10	Assets in-service April 1, 2010 and agreement has 15 year term expiring March 31, 2025	Depreciation calculated over 30 years per agreement	\$841.2
12	Line 6B Capital/ Integrity (FSM Project #14) – FERC Docket No. 0R11-5	Assets in-service December 31, 2010	Depreciation calculated over 30 years per agreement	\$106.7
13	Line 6B Replacement and Dig Program (FSM Project #15) – FERC Docket No. OR12-8	Assets in-service March 31, 2013	Depreciation calculated over 30 years per agreement	\$283.5
14	Eastern Access Phase I (FSM Project #18) – FERC Docket No. OR13-11	Assets in-service April 1, 2013 filing and agreement has 30 year term expiring March 31, 2043	Depreciation calculated per current FERC approved truncation date	\$1,743.7
15	Eastern Access Phase 2 (FSM Project #19) – FERC Docket No. OR14-13	Assets in-service September 28, 2014	Depreciation calculated per current FERC approved truncation date	
16	2014 U.S. Mainline Expansions (FSM Project #20) – FERC Docket No. OR14-1	Assets in-service July 31, 2014	Depreciation calculated per current FERC approved truncation date	\$1,902.6
17	2015-2016 U.S. Mainline Expansions (FSM Project #24) – FERC Docket No. OR15-4	Assets in-service May 22, 2015	Depreciation calculated per current FERC approved truncation date	
18	Legacy Line 14, Line 14 2013 Additions, and Line 14 2014 Additions (2014+) (FSM Project #21) – FERC Docket No. OR14-33	Assets in-service January 1, 2014	Legacy Line 14 – Depreciation calculated over 7 years per agreement Line 14 2013 Additions – Depreciation calculated over 22 years per agreement Line 14 2014 Additions (2014+) – Depreciation calculated per currently approved truncation date	\$111.8
19	Agreed Upon Integrity Costs (FSM Project #22) – FERC Docket No. OR14-33	Assets in-service January 1, 2014	Depreciation Calculated over 22 years per agreement	\$223.5
20	Future Integrity-Related Costs (FSM Project #23) – FERC Docket No. OR14-33	Assets in-service January 1, 2014	Depreciation calculated per current FERC approved truncation date	\$293.5

	Agreement	Relevant Dates (In Service Date, Term of Commercial Agreement and Expiry Date)	Applicable Depreciation Term/End Date(s) ¹	Remaining Rate Base as of July 1, 2021 (USD \$MM)
21	Line 3 US Replacement (FSM Project #27) – FERC Docket No. OR21-9	Assets in-service October 1, 2021 and agreement has 15 year term expiring September 30, 2036	Depreciation calculated over 30 years per agreement	\$4,013.6 Note: Remaining Rate Base as of January 1, 2022
22	Base System (Lakehead Cost of Service Settlement Agreement) – FERC Docket Nos. IS21-352, et al.)	Settlement term from July 1, 2021 through December 31, 2028	Depreciation calculated per current FERC approved truncation date	\$2,100.6
23	350 Centistoke Agreement	Assets in-service in 1997. No agreement expiration date.	N/A	N/A

¹ Per the terms of the Lakehead Cost of Service Settlement Agreement, previous depreciation periods have been replaced with a December 31, 2048 truncation date.

Schedule "P"

MTS Pro-Forma Tariff

CER No. 5XX
Cancels Interim CER No. 5XX

FERC No. 45.XX.0
Cancels FERC No. 45.XX.0



ENBRIDGE PIPELINES INC.

IN CONNECTION WITH

ENBRIDGE ENERGY, LIMITED PARTNERSHIP INTERNATIONAL JOINT RATE TARIFF

APPLYING ON
CRUDE PETROLEUM, CONDENSATES AND NATURAL GAS LIQUIDS

FROM
POINTS IN THE PROVINCES OF ALBERTA, SASKATCHEWAN, AND MANITOBA

TO
POINTS IN THE PROVINCE OF ONTARIO AND POINTS IN THE STATES OF ILLINOIS, INDIANA,
MICHIGAN, MINNESOTA, AND WISCONSIN

USING JOINT ROUTING AS DEPICTED ON PAGE 5 OF THIS TARIFF

The transportation rates listed in this tariff are subject to the Rules and Regulations published by:
Enbridge Pipelines Inc., Canada Energy Regulator (CER) Tariff Nos. 497, 498, and 499 and reissues thereof, on file with the CER, for transportation within Canada.

Enbridge Energy, Limited Partnership FERC Tariff Nos. 41.18.0 and 42.5.0, and reissues thereof, for transportation within the United States.

The rates listed in this tariff are payable in Canadian and United States currency and are applicable on the international movement of Crude Petroleum, Condensates and Natural Gas Liquids tendered to Enbridge Pipelines Inc. at established receiving points in Canada for delivery to established receiving points in Canada for delivery to established delivery points in the United States and Canada.

Filed in compliance with 18 CFR 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:

EFFECTIVE:

ISSUED BY:

Erin Rolstad
Director, Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
200, 425 – 1st Street S.W.
Calgary, AB Canada T2P 3L8

COMPILED BY:

Theresa Broderick
Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
(403) 231-5737

E-mail: Enbridge-Tariffs@enbridge.com

Privileged & Confidential

CER No. 5XX

FERC No. 45.XX.0

Page 2 of 8

TRANSPORTATION RATES

Commodities shall be classified on the basis of the density and viscosity of such commodities at the time of receipt by Enbridge Pipelines Inc. and assessed a transportation rate as listed in the transportation rate tables below. Density shall be based on 15°C. Viscosity shall be based on Enbridge Pipelines Inc.'s reference line temperature at the time of receipt. Where the density of a commodity falls within the density range of one commodity classification and the viscosity of the commodity falls within the viscosity range of another commodity classification, then the commodity shall be deemed to be in the commodity classification with the higher transportation rate.

NATURAL GAS LIQUIDS (NGL) - A commodity having a maximum absolute vapor pressure of 1,250 kilopascals at 37.8°C and a density of up to but not including 600 kilograms per cubic meter (kg/m³) and a viscosity of up to but not including 0.4 square millimeters per second (mm²/s) will be classified as **Natural Gas Liquids**.

CONDENSATES (CND) – A commodity having a density from 600 kg/ m³ up to but not including 800 kg/ m³ and a viscosity of 0.4 mm²/s up to but not including 2 mm²/s will be classified as **Condensates**.

LIGHT CRUDE PETROLEUM (LIGHT) - A commodity having a density from 800 kg/m³ up to but not including 876 kg/m³ and a viscosity from 2 mm²/s up to but not including 20 mm²/s will be classified as **Light Crude Petroleum**.

MEDIUM CRUDE PETROLEUM (MEDIUM) - A commodity having a density from 876 kg/m³ up to but not including 904 kg/m³ and a viscosity from 20 mm²/s up to but not including 100 mm²/s will be classified as **Medium Crude Petroleum**.

HEAVY CRUDE PETROLEUM (HEAVY) - A commodity having a density from 904 kg/m³ to 940 kg/m³ inclusive and a viscosity from 100 mm²/s up to and including 350 mm²/s will be classified as **Heavy Crude Petroleum**.

The following tables provide rates including Canadian Dollar and US Dollar Base Tolls, as well as the LMCI Surcharges, the Non-Performance Penalty and the Line 3 Replacement Surcharges. For further information on the applicable tankage charges in Canada and the United States, refer to Enbridge Pipelines Inc.'s CER Tariff No. 5XX, Enbridge Pipelines Inc.'s CER RT Tariff No. 23-X, and Enbridge Energy, Limited Partnership's FERC Tariff No. 43.XX.0. For the applicable Oil Allowance charges in Canada and the United States, refer to Enbridge Pipelines Inc.'s CER Tariff No. 5XX, and Enbridge Energy, Limited Partnership's FERC Tariff No. 41.18.0.

CER No. 5XX

FERC No. 45.XX.0

Page 3 of 8

**INTERNATIONAL JOINT TRANSPORTATION RATES FOR ENBRIDGE PIPELINES INC.
AND ENBRIDGE ENERGY, LIMITED PARTNERSHIP**

INTERNATIONAL JOINT TRANSPORTATION RATES IN USD AND CAD PER CUBIC METER							
From	To	Rate					
		NGL		CND		LIGHT	
		Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component
Edmonton Terminal, Alberta	Clearbrook, Minnesota			8.8591	5.4443	9.5136	5.6214
	Superior, Wisconsin	8.6955	8.7804	8.8591	8.8868	9.5136	9.3122
	Lockport, Illinois			8.8591	17.3749	9.5136	18.4124
	Mokena, Illinois			8.8591	17.3749	9.5136	18.4124
	Flanagan, Illinois			8.8591	17.3749	9.5136	18.4124
	Griffith, Indiana			8.8591	17.3749	9.5136	18.4124
	Stockbridge, Michigan			8.8591	20.4896	9.5136	21.7516
	Rapid River, Michigan	8.6955	13.4130				
	Marysville, Michigan			8.8591	20.4896	9.5136	21.7516
	Corunna or Sarnia Terminal, Ontario	9.3109	19.8719	9.4760	20.1873	10.1369	21.4493
	Westover, Ontario			10.6958	20.5645	11.4592	21.8265
	Nanticoke, Ontario			11.1586	20.7076	11.9608	21.9696
Hardisty Terminal, Alberta	Clearbrook, Minnesota					8.3272	5.2829
	Superior, Wisconsin					8.3272	8.9737
	Lockport, Illinois					8.3272	18.0740
	Mokena, Illinois					8.3272	18.0740
	Flanagan, Illinois					8.3272	18.0740
	Griffith, Indiana					8.3272	18.0740
	Stockbridge, Michigan					8.3272	21.4131
	Rapid River, Michigan						
	Marysville, Michigan					8.3272	21.4131
	Corunna or Sarnia Terminal, Ontario					8.9503	21.1109
	Westover, Ontario					10.2724	21.4880
	Nanticoke, Ontario					10.7741	21.6311

CER No. 5XX

FERC No. 45.XX.0

Page 4 of 8

INTERNATIONAL JOINT TRANSPORTATION RATES IN USD AND CAD PER CUBIC METER					
From	To	Rate			
		MEDIUM		HEAVY	
		Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component
Edmonton Terminal, Alberta	Clearbrook, Minnesota	10.1681	5.7988	11.3134	6.1089
	Superior, Wisconsin	10.1681	9.7377	11.3134	10.4823
	Lockport, Illinois	10.1681	19.4499	11.3134	21.2654
	Mokena, Illinois	10.1681	19.4499	11.3134	21.2654
	Flanagan, Illinois	10.1681	19.4499	11.3134	21.2654
	Griffith, Indiana	10.1681	19.4499	11.3134	21.2654
	Stockbridge, Michigan	10.1681	23.0138	11.3134	25.2223
	Rapid River, Michigan				
	Marysville, Michigan	10.1681	23.0138	11.3134	25.2223
	Corunna or Sarnia Terminal, Ontario	10.7977	22.7115	11.9540	24.9200
	Westover, Ontario	12.2224	23.0887	13.5581	25.2972
	Nanticoke, Ontario	12.7630	23.2318	14.1669	25.4403
Hardisty Terminal, Alberta	Clearbrook, Minnesota	8.8896	5.4603	9.8740	5.7704
	Superior, Wisconsin	8.8896	9.3992	9.8740	10.1438
	Lockport, Illinois	8.8896	19.1115	9.8740	20.9270
	Mokena, Illinois	8.8896	19.1115	9.8740	20.9270
	Flanagan, Illinois	8.8896	19.1115	9.8740	20.9270
	Griffith, Indiana	8.8896	19.1115	9.8740	20.9270
	Stockbridge, Michigan	8.8896	22.6753	9.8740	24.8838
	Rapid River, Michigan				
	Marysville, Michigan	8.8896	22.6753	9.8740	24.8838
	Corunna or Sarnia Terminal, Ontario	9.5192	22.3731	10.5145	24.5816
	Westover, Ontario	10.9437	22.7502	12.1185	24.9587
	Nanticoke, Ontario	11.4844	22.8933	12.7274	25.1018

CER No. 5XX

FERC No. 45.XX.0

Page 5 of 8

INTERNATIONAL JOINT TRANSPORTATION RATES IN USD AND CAD PER CUBIC METER							
From	To	Rate					
		NGL		CND		LIGHT	
		Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component
Kerrobot Station, Saskatchewan	Clearbrook, Minnesota					7.1337	4.6909
	Superior, Wisconsin	6.5461	7.8499			7.1337	8.3817
	Lockport, Illinois					7.1337	17.4819
	Mokena, Illinois					7.1337	17.4819
	Flanagan, Illinois					7.1337	17.4819
	Griffith, Indiana					7.1337	17.4819
	Stockbridge, Michigan					7.1337	20.8211
	Rapid River, Michigan	6.5461	12.4825				
	Marysville, Michigan					7.1337	20.8211
	Corunna or Sarnia Terminal, Ontario	7.1617	18.9414			7.7569	20.5188
	Westover, Ontario					9.0792	20.8960
	Nanticoke, Ontario					9.5807	21.0391
Regina Terminal, Saskatchewan	Clearbrook, Minnesota					4.7402	4.0081
	Superior, Wisconsin					4.7402	7.6989
	Lockport, Illinois					4.7402	16.7992
	Mokena, Illinois					4.7402	16.7992
	Flanagan, Illinois					4.7402	16.7992
	Griffith, Indiana					4.7402	16.7992
	Stockbridge, Michigan					4.7402	20.1384
	Rapid River, Michigan						
	Marysville, Michigan					4.7402	20.1384
	Corunna or Sarnia Terminal, Ontario					5.3635	19.8361
	Westover, Ontario					6.6857	20.2133
	Nanticoke, Ontario					7.1874	20.3564
Cromer Terminal, Manitoba	Clearbrook, Minnesota					3.0113	3.5149
	Superior, Wisconsin	2.8233	6.6739			3.0113	7.2057
	Lockport, Illinois					3.0113	16.3060
	Mokena, Illinois					3.0113	16.3060
	Flanagan, Illinois					3.0113	16.3060
	Griffith, Indiana					3.0113	16.3060
	Stockbridge, Michigan					3.0113	19.6452
	Rapid River, Michigan	2.8233	11.3066				
	Marysville, Michigan					3.0113	19.6452
	Corunna or Sarnia Terminal, Ontario	3.4386	17.7654			3.6345	19.3428
	Westover, Ontario					4.9567	19.7201
	Nanticoke, Ontario					5.4585	19.8632

CER No. 5XX

FERC No. 45.XX.0

Page 6 of 8

INTERNATIONAL JOINT TRANSPORTATION RATES IN USD AND CAD PER CUBIC METER					
From	To	Rate			
		MEDIUM		HEAVY	
		Canadian Dollar Component	US Dollar Component	Canadian Dollar Component	US Dollar Component
Kerrobot Station, Saskatchewan	Clearbrook, Minnesota			8.4261	5.1784
	Superior, Wisconsin			8.4261	9.5518
	Lockport, Illinois			8.4261	20.3349
	Mokena, Illinois			8.4261	20.3349
	Flanagan, Illinois			8.4261	20.3349
	Griffith, Indiana			8.4261	20.3349
	Stockbridge, Michigan			8.4261	24.2918
	Rapid River, Michigan				
	Marysville, Michigan			8.4261	24.2918
	Corunna or Sarnia Terminal, Ontario			9.0668	23.9895
	Westover, Ontario			10.6708	24.3667
	Nanticoke, Ontario			11.2795	24.5098
Regina Terminal, Saskatchewan	Clearbrook, Minnesota			5.5223	4.4956
	Superior, Wisconsin			5.5223	8.8690
	Lockport, Illinois			5.5223	19.6522
	Mokena, Illinois			5.5223	19.6522
	Flanagan, Illinois			5.5223	19.6522
	Griffith, Indiana			5.5223	19.6522
	Stockbridge, Michigan			5.5223	23.6091
	Rapid River, Michigan				
	Marysville, Michigan			5.5223	23.6091
	Corunna or Sarnia Terminal, Ontario			6.1629	23.3068
	Westover, Ontario			7.7670	23.6840
	Nanticoke, Ontario			8.3758	23.8271
Cromer Terminal, Manitoba	Clearbrook, Minnesota	3.1616	3.6923	3.4247	4.0024
	Superior, Wisconsin	3.1616	7.6312	3.4247	8.3758
	Lockport, Illinois	3.1616	17.3435	3.4247	19.1590
	Mokena, Illinois	3.1616	17.3435	3.4247	19.1590
	Flanagan, Illinois	3.1616	17.3435	3.4247	19.1590
	Griffith, Indiana	3.1616	17.3435	3.4247	19.1590
	Stockbridge, Michigan	3.1616	20.9074	3.4247	23.1159
	Rapid River, Michigan				
	Marysville, Michigan	3.1616	20.9074	3.4247	23.1159
	Corunna or Sarnia Terminal, Ontario	3.7911	20.6050	4.0653	22.8135
	Westover, Ontario	5.2159	20.9823	5.6694	23.1908
	Nanticoke, Ontario	5.7565	21.1254	6.2781	23.3339

CER No. 5XX

FERC No. 45.XX.0
Page 7 of 8

Notes

- a) The Canadian Dollar component of the transportation rates are invoiced in Canadian currency and the US Dollar component of the transportation rates are invoiced in US currency.
- b) **LMCI Surcharge:** The Canadian Dollar component of the transportation rates include LMCI Surcharges for transmission and terminalling pursuant to National Energy Board Decision MH-001-2013 and Order MO-030-2014 for movements of all commodities. All movements to the United States incur a receipt terminalling LMCI Surcharge. Movements to Corunna or Sarnia Terminal, Ontario and Nanticoke, Ontario incur both a receipt and delivery terminalling LMCI Surcharge.
- c) **Non-Performance Penalty:** The Canadian Dollar component of the transportation rates for all commodity movements include a surcredit for refund of collections under the Non-Performance Penalty, which is adjusted for Canadian distance only.
- d) **Line 3 Replacement (L3R) Surcharges:** Pursuant to CER Toll Order TO-03-2021, the US Dollar component of the transportation rates for all movements include a transmission surcharge, which is adjusted for distance only, and a receipt terminalling rate for all movements from Edmonton or Hardisty, Alberta. The L3R Surcharges include, if applicable, an ex-Gretna volume related transmission rate adjustments in accordance with Final IRS # 2013-02-A and Final IRS #2013-02-B. The US Dollar component of the transportation rates includes both the Canadian and US components of the L3R Surcharges.
- e) **Minnesota Abandonment Surcharge:** The US Dollar component of the transportation rates include an Abandonment Surcharge for movements of all commodities, pursuant to Minnesota Public Utilities Commission Order issued in Docket No. XX-XXXX, which is adjusted for US distance only.
- f) **Interim IJT Sur-Credit:** Pursuant to CER Toll Order TO-XX-XXXX, the Canadian Dollar Component of the transportation rates for all movements include a surcharge to refund an amount collected during the MTS interim refund period, which is adjusted for Canadian distance and commodity.

JOINT ROUTING

Receipt Points in the provinces of Alberta, Saskatchewan, and Manitoba to delivery points in the province of Ontario and the states of Illinois, Indiana, Michigan, Minnesota and Wisconsin.

Enbridge Pipelines Inc. – Edmonton or Hardisty, Alberta; Kerrobert or Regina, Saskatchewan; or Cromer, Manitoba to the International Border near Gretna, Manitoba, connecting to;

Enbridge Energy, Limited Partnership – International Border near Neche, North Dakota to Clearbrook, Minnesota; Superior, Wisconsin; Flanagan, Lockport or Mokena, Illinois; Griffith, Indiana; Stockbridge or Rapid River, Michigan; or Marysville, Michigan, connecting to;

Enbridge Pipelines Inc. – International Border near Sarnia, Ontario to Corunna or Sarnia Terminal, Ontario or Westover, Ontario or Nanticoke, Ontario

EXCEPTIONS

For exceptions to Enbridge Pipelines Inc., Rules and Regulations and Enbridge Energy, Limited Partnership, Rules and Regulations, see the following:

- a) **Exception to Enbridge Energy, Limited Partnership's Rules and Regulations FERC No. 41.18.0 Item 9 (h) and FERC No. 42.5.0 Item 10 (i).** For the purposes of this international joint tariff, Enbridge Pipelines Inc. shall collect in kind a percentage, in the amount of 1/10th of 1 percent of all hydrocarbons physically delivered at the designated Regular Delivery Point.

CER No. 5XX

FERC No. 45.XX.0
Page 8 of 8

- b) Exception to Enbridge Energy, Limited Partnership's Rules and Regulations FERC No. 41.18.0 Item 7 (a) and FERC No. 42.5.0 Item 8 (c).** For the purposes of this international joint tariff, Enbridge Pipelines Inc. shall charge a shipper the rate for the transportation of Crude Petroleum that is in effect on the date of delivery at the designated Regular Delivery Point for such Crude Petroleum.

Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership
International Joint Transportation Rates (1)
Worksheet Supporting CER Tariff No. 5XX and FERC No. 45.XX.0

Natural Gas Liquids											
NGL Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Edmonton, Alberta	Superior, Wisconsin	9.0823	0.2640	(0.0008)	(0.6500)	8.6955	5.1122	-	2.6596	1.0086	8.7804
	Rapid River, Michigan	9.0823	0.2640	(0.0008)	(0.6500)	8.6955	8.9386	-	2.6597	1.8147	13.4130
	Corunna or Sarnia Terminal, Ontario	9.6988	0.2692	(0.0008)	(0.6563)	9.3109	14.1977	-	2.6829	2.9913	19.8719
Kerrobert, Saskatchewan	Superior, Wisconsin	6.8232	0.1903	(0.0006)	(0.4668)	6.5461	5.1122	-	1.7291	1.0086	7.8499
	Rapid River, Michigan	6.8232	0.1903	(0.0006)	(0.4668)	6.5461	8.9386	-	1.7292	1.8147	12.4825
	Corunna or Sarnia Terminal, Ontario	7.4397	0.1956	(0.0006)	(0.4730)	7.1617	14.1977	-	1.7524	2.9913	18.9414
Cromer, Manitoba	Superior, Wisconsin	2.9100	0.0628	(0.0002)	(0.1493)	2.8233	5.1122	-	0.5531	1.0086	6.6739
	Rapid River, Michigan	2.9100	0.0628	(0.0002)	(0.1493)	2.8233	8.9386	-	0.5533	1.8147	11.3066
	Corunna or Sarnia Terminal, Ontario	3.5264	0.0680	(0.0002)	(0.1556)	3.4386	14.1977	-	0.5764	2.9913	17.7654

1 International Joint Toll in US and Canadian Dollars per Cubic Meter

2 Final toll basis per NEB Order TO-003-2014

3 The Interim Period Refund Sur-credits were calculated using a fifty-four (54) month refund period, which will be revised for implementation based on the number of months remaining between the CER approval of MTS and June 2028

4 The Minnesota Abandonment Surcharge recovers funds that Enbridge Energy, Limited Partnership is required to set aside pursuant to any Minnesota Public Utilities Commission Order (MPUC) made in respect of the MPUC Decommissioning Trust Process for the Line 3 Replacement

5 Final toll basis per CER Order TO-003-2021

6 The Line 3 Replacement Surcharge includes the Volume Ratchet Adjustment which is based on a 9-month rolling average between 3,036 – 3,085 kbpd which equates to a Line 3 Replacement IJT transmission surcharge of US\$0.720/bbl (excluding applicable terminalling)

Condensate											
CND Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Edmonton, Alberta	Clearbrook, Minnesota	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	2.3644	-	2.6596	0.4203	5.4443
	Superior, Wisconsin	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	5.2186	-	2.6596	1.0086	8.8868
	Lockport, Illinois	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	12.2562	-	2.6596	2.4591	17.3749
	Mokena, Illinois	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	12.2562	-	2.6596	2.4591	17.3749
	Flanagan, Illinois	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	12.2562	-	2.6596	2.4591	17.3749
	Griffith, Indiana	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	12.2562	-	2.6596	2.4591	17.3749
	Stockbridge, Michigan	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	14.8386	-	2.6597	2.9913	20.4896
	Marysville, Michigan	9.2604	0.2640	(0.0008)	(0.6645)	8.8591	14.8386	-	2.6597	2.9913	20.4896
	Corunna or Sarnia Terminal, Ontario	9.8785	0.2692	(0.0008)	(0.6709)	9.4760	14.5131	-	2.6829	2.9913	20.1873
	Westover, Ontario	11.1616	0.3102	(0.0010)	(0.7750)	10.6958	14.5131	-	3.0601	2.9913	20.5645
Nanticoke, Ontario	11.6484	0.3257	(0.0010)	(0.8145)	11.1586	14.5131	-	3.2032	2.9913	20.7076	

Light Crude Petroleum											
LGT Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Edmonton, Alberta	Clearbrook, Minnesota	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	2.5415	-	2.6596	0.4203	5.6214
	Superior, Wisconsin	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	5.6440	-	2.6596	1.0086	9.3122
	Lockport, Illinois	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	13.2937	-	2.6596	2.4591	18.4124
	Mokena, Illinois	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	13.2937	-	2.6596	2.4591	18.4124
	Flanagan, Illinois	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	13.2937	-	2.6596	2.4591	18.4124
	Griffith, Indiana	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	13.2937	-	2.6596	2.4591	18.4124
	Stockbridge, Michigan	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	16.1006	-	2.6597	2.9913	21.7516
	Marysville, Michigan	9.9727	0.2640	(0.0008)	(0.7223)	9.5136	16.1006	-	2.6597	2.9913	21.7516
	Corunna or Sarnia Terminal, Ontario	10.5977	0.2692	(0.0008)	(0.7292)	10.1369	15.7751	-	2.6829	2.9913	21.4493
	Westover, Ontario	11.9923	0.3102	(0.0010)	(0.8423)	11.4592	15.7751	-	3.0601	2.9913	21.8265
Nanticoke, Ontario	12.5214	0.3257	(0.0010)	(0.8853)	11.9608	15.7751	-	3.2032	2.9913	21.9696	
Hardisty, Alberta	Clearbrook, Minnesota	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	2.5415	-	2.3211	0.4203	5.2829
	Superior, Wisconsin	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	5.6440	-	2.3211	1.0086	8.9737
	Lockport, Illinois	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	13.2937	-	2.3212	2.4591	18.0740
	Mokena, Illinois	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	13.2937	-	2.3212	2.4591	18.0740
	Flanagan, Illinois	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	13.2937	-	2.3212	2.4591	18.0740
	Griffith, Indiana	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	13.2937	-	2.3212	2.4591	18.0740
	Stockbridge, Michigan	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	16.1006	-	2.3212	2.9913	21.4131
	Marysville, Michigan	8.7213	0.2273	(0.0007)	(0.6207)	8.3272	16.1006	-	2.3212	2.9913	21.4131
	Corunna or Sarnia Terminal, Ontario	9.3462	0.2325	(0.0007)	(0.6277)	8.9503	15.7751	-	2.3445	2.9913	21.1109
	Westover, Ontario	10.7407	0.2734	(0.0009)	(0.7408)	10.2724	15.7751	-	2.7216	2.9913	21.4880
Nanticoke, Ontario	11.2698	0.2890	(0.0009)	(0.7838)	10.7741	15.7751	-	2.8647	2.9913	21.6311	

Light Crude Petroleum											
LGT Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Kerrobert, Saskatchewan	Clearbrook, Minnesota	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	2.5415	-	1.7291	0.4203	4.6909
	Superior, Wisconsin	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	5.6440	-	1.7291	1.0086	8.3817
	Lockport, Illinois	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	13.2937	-	1.7291	2.4591	17.4819
	Mokena, Illinois	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	13.2937	-	1.7291	2.4591	17.4819
	Flanagan, Illinois	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	13.2937	-	1.7291	2.4591	17.4819
	Griffith, Indiana	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	13.2937	-	1.7291	2.4591	17.4819
	Stockbridge, Michigan	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	16.1006	-	1.7292	2.9913	20.8211
	Marysville, Michigan	7.4626	0.1903	(0.0006)	(0.5186)	7.1337	16.1006	-	1.7292	2.9913	20.8211
	Corunna or Sarnia Terminal, Ontario	8.0875	0.1956	(0.0006)	(0.5256)	7.7569	15.7751	-	1.7524	2.9913	20.5188
	Westover, Ontario	9.4821	0.2365	(0.0007)	(0.6387)	9.0792	15.7751	-	2.1296	2.9913	20.8960
Nanticoke, Ontario	10.0112	0.2520	(0.0008)	(0.6817)	9.5807	15.7751	-	2.2727	2.9913	21.0391	
Regina, Saskatchewan	Clearbrook, Minnesota	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	2.5415	-	1.0463	0.4203	4.0081
	Superior, Wisconsin	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	5.6440	-	1.0463	1.0086	7.6989
	Lockport, Illinois	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	13.2937	-	1.0464	2.4591	16.7992
	Mokena, Illinois	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	13.2937	-	1.0464	2.4591	16.7992
	Flanagan, Illinois	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	13.2937	-	1.0464	2.4591	16.7992
	Griffith, Indiana	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	13.2937	-	1.0464	2.4591	16.7992
	Stockbridge, Michigan	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	16.1006	-	1.0465	2.9913	20.1384
	Marysville, Michigan	4.9381	0.1163	(0.0004)	(0.3138)	4.7402	16.1006	-	1.0465	2.9913	20.1384
	Corunna or Sarnia Terminal, Ontario	5.5632	0.1215	(0.0004)	(0.3208)	5.3635	15.7751	-	1.0697	2.9913	19.8361
	Westover, Ontario	6.9577	0.1624	(0.0005)	(0.4339)	6.6857	15.7751	-	1.4469	2.9913	20.2133
Nanticoke, Ontario	7.4868	0.1780	(0.0005)	(0.4769)	7.1874	15.7751	-	1.5900	2.9913	20.3564	
Cromer, Manitoba	Clearbrook, Minnesota	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	2.5415	-	0.5531	0.4203	3.5149
	Superior, Wisconsin	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	5.6440	-	0.5531	1.0086	7.2057
	Lockport, Illinois	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	13.2937	-	0.5532	2.4591	16.3060
	Mokena, Illinois	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	13.2937	-	0.5532	2.4591	16.3060
	Flanagan, Illinois	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	13.2937	-	0.5532	2.4591	16.3060
	Griffith, Indiana	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	13.2937	-	0.5532	2.4591	16.3060
	Stockbridge, Michigan	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	16.1006	-	0.5533	2.9913	19.6452
	Marysville, Michigan	3.1146	0.0628	(0.0002)	(0.1659)	3.0113	16.1006	-	0.5533	2.9913	19.6452
	Corunna or Sarnia Terminal, Ontario	3.7396	0.0680	(0.0002)	(0.1729)	3.6345	15.7751	-	0.5764	2.9913	19.3428
	Westover, Ontario	5.1341	0.1089	(0.0003)	(0.2880)	4.9567	15.7751	-	0.9537	2.9913	19.7201
Nanticoke, Ontario	5.6633	0.1245	(0.0004)	(0.3289)	5.4585	15.7751	-	1.0968	2.9913	19.8632	

Medium Crude Petroleum											
MED Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Edmonton, Alberta	Clearbrook, Minnesota	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	2.7189	-	2.6596	0.4203	5.7988
	Superior, Wisconsin	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	6.0695	-	2.6596	1.0086	9.7377
	Lockport, Illinois	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	14.3312	-	2.6596	2.4591	19.4499
	Mokena, Illinois	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	14.3312	-	2.6596	2.4591	19.4499
	Flanagan, Illinois	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	14.3312	-	2.6596	2.4591	19.4499
	Griffith, Indiana	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	14.3312	-	2.6596	2.4591	19.4499
	Stockbridge, Michigan	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	17.3628	-	2.6597	2.9913	23.0138
	Marysville, Michigan	10.6849	0.2640	(0.0008)	(0.7800)	10.1681	17.3628	-	2.6597	2.9913	23.0138
	Corunna or Sarnia Terminal, Ontario	11.3169	0.2692	(0.0008)	(0.7876)	10.7977	17.0373	-	2.6829	2.9913	22.7115
Hardisty, Alberta	Westover, Ontario	12.8229	0.3102	(0.0010)	(0.9097)	12.2224	17.0373	-	3.0601	2.9913	23.0887
	Nanticoke, Ontario	13.3944	0.3257	(0.0010)	(0.9561)	12.7630	17.0373	-	3.2032	2.9913	23.2318
	Clearbrook, Minnesota	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	2.7189	-	2.3211	0.4203	5.4603
	Superior, Wisconsin	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	6.0695	-	2.3211	1.0086	9.3992
	Lockport, Illinois	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	14.3312	-	2.3212	2.4591	19.1115
	Mokena, Illinois	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	14.3312	-	2.3212	2.4591	19.1115
	Flanagan, Illinois	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	14.3312	-	2.3212	2.4591	19.1115
	Griffith, Indiana	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	14.3312	-	2.3212	2.4591	19.1115
	Stockbridge, Michigan	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	17.3628	-	2.3212	2.9913	22.6753
Cromer, Manitoba	Marysville, Michigan	9.3334	0.2273	(0.0007)	(0.6704)	8.8896	17.3628	-	2.3212	2.9913	22.6753
	Corunna or Sarnia Terminal, Ontario	9.9653	0.2325	(0.0007)	(0.6779)	9.5192	17.0373	-	2.3445	2.9913	22.3731
	Westover, Ontario	11.4713	0.2734	(0.0009)	(0.8001)	10.9437	17.0373	-	2.7216	2.9913	22.7502
	Nanticoke, Ontario	12.0428	0.2890	(0.0009)	(0.8465)	11.4844	17.0373	-	2.8647	2.9913	22.8933
	Clearbrook, Minnesota	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	2.7189	-	0.5531	0.4203	3.6923
	Superior, Wisconsin	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	6.0695	-	0.5531	1.0086	7.6312
	Lockport, Illinois	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	14.3312	-	0.5532	2.4591	17.3435
	Mokena, Illinois	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	14.3312	-	0.5532	2.4591	17.3435
	Flanagan, Illinois	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	14.3312	-	0.5532	2.4591	17.3435
Griffith, Indiana	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	14.3312	-	0.5532	2.4591	17.3435	
Stockbridge, Michigan	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	17.3628	-	0.5533	2.9913	20.9074	
Marysville, Michigan	3.2782	0.0628	(0.0002)	(0.1792)	3.1616	17.3628	-	0.5533	2.9913	20.9074	
Corunna or Sarnia Terminal, Ontario	3.9100	0.0680	(0.0002)	(0.1867)	3.7911	17.0373	-	0.5764	2.9913	20.6050	
Westover, Ontario	5.4162	0.1089	(0.0003)	(0.3089)	5.2159	17.0373	-	0.9537	2.9913	20.9823	
Nanticoke, Ontario	5.9876	0.1245	(0.0004)	(0.3552)	5.7565	17.0373	-	1.0968	2.9913	21.1254	

Heavy Crude Petroleum											
HVY Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Edmonton, Alberta	Clearbrook, Minnesota	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	3.0290	-	2.6596	0.4203	6.1089
	Superior, Wisconsin	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	6.8141	-	2.6596	1.0086	10.4823
	Lockport, Illinois	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	16.1467	-	2.6596	2.4591	21.2654
	Mokena, Illinois	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	16.1467	-	2.6596	2.4591	21.2654
	Flanagan, Illinois	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	16.1467	-	2.6596	2.4591	21.2654
	Griffith, Indiana	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	16.1467	-	2.6596	2.4591	21.2654
	Stockbridge, Michigan	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	19.5713	-	2.6597	2.9913	25.2223
	Marysville, Michigan	11.9314	0.2640	(0.0008)	(0.8812)	11.3134	19.5713	-	2.6597	2.9913	25.2223
	Corunna or Sarnia Terminal, Ontario	12.5753	0.2692	(0.0008)	(0.8897)	11.9540	19.2458	-	2.6829	2.9913	24.9200
	Westover, Ontario	14.2766	0.3102	(0.0010)	(1.0277)	13.5581	19.2458	-	3.0601	2.9913	25.2972
Nanticoke, Ontario	14.9222	0.3257	(0.0010)	(1.0800)	14.1669	19.2458	-	3.2032	2.9913	25.4403	
Hardisty, Alberta	Clearbrook, Minnesota	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	3.0290	-	2.3211	0.4203	5.7704
	Superior, Wisconsin	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	6.8141	-	2.3211	1.0086	10.1438
	Lockport, Illinois	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	16.1467	-	2.3212	2.4591	20.9270
	Mokena, Illinois	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	16.1467	-	2.3212	2.4591	20.9270
	Flanagan, Illinois	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	16.1467	-	2.3212	2.4591	20.9270
	Griffith, Indiana	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	16.1467	-	2.3212	2.4591	20.9270
	Stockbridge, Michigan	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	19.5713	-	2.3212	2.9913	24.8838
	Marysville, Michigan	10.4047	0.2273	(0.0007)	(0.7573)	9.8740	19.5713	-	2.3212	2.9913	24.8838
	Corunna or Sarnia Terminal, Ontario	11.0485	0.2325	(0.0007)	(0.7658)	10.5145	19.2458	-	2.3445	2.9913	24.5816
	Westover, Ontario	12.7498	0.2734	(0.0009)	(0.9038)	12.1185	19.2458	-	2.7216	2.9913	24.9587
Nanticoke, Ontario	13.3955	0.2890	(0.0009)	(0.9562)	12.7274	19.2458	-	2.8647	2.9913	25.1018	

Heavy Crude Petroleum											
HVY Toll (\$/m3)											
FROM	TO	CER No. 5XX FERC No. 45.XX.0 CAD Base IJT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim IJT Sur-Credit (3)	CER No. 5XX FERC No. 45.XX.0 CAD IJT Component	CER No. 5XX FERC No. 45.XX.0 USD Base IJT Toll	Minnesota Abandonment Surcharge (4)	Line 3 Replacement Surcharge Canadian Component (5)(6)	Line 3 Replacement Surcharge US Component (5)(6)	CER No. 5XX FERC No. 45.XX.0 USD IJT Component
		(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(CAD\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)	(US\$/m3)
		(A)	(B)	(C)	(D)	(E)=(A)+(B)+(C)+(D)	(F)	(G)	(H)	(I)	(J)=(F)+(G)+(H)+(I)
Kerrobert, Saskatchewan	Clearbrook, Minnesota	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	3.0290	-	1.7291	0.4203	5.1784
	Superior, Wisconsin	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	6.8141	-	1.7291	1.0086	9.5518
	Lockport, Illinois	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	16.1467	-	1.7291	2.4591	20.3349
	Mokena, Illinois	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	16.1467	-	1.7291	2.4591	20.3349
	Flanagan, Illinois	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	16.1467	-	1.7291	2.4591	20.3349
	Griffith, Indiana	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	16.1467	-	1.7291	2.4591	20.3349
	Stockbridge, Michigan	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	19.5713	-	1.7292	2.9913	24.2918
	Marysville, Michigan	8.8691	0.1903	(0.0006)	(0.6327)	8.4261	19.5713	-	1.7292	2.9913	24.2918
	Corunna or Sarnia Terminal, Ontario	9.5130	0.1956	(0.0006)	(0.6412)	9.0668	19.2458	-	1.7524	2.9913	23.9895
	Westover, Ontario	11.2142	0.2365	(0.0007)	(0.7792)	10.6708	19.2458	-	2.1296	2.9913	24.3667
Nanticoke, Ontario	11.8599	0.2520	(0.0008)	(0.8316)	11.2795	19.2458	-	2.2727	2.9913	24.5098	
Regina, Saskatchewan	Clearbrook, Minnesota	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	3.0290	-	1.0463	0.4203	4.4956
	Superior, Wisconsin	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	6.8141	-	1.0463	1.0086	8.8690
	Lockport, Illinois	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	16.1467	-	1.0464	2.4591	19.6522
	Mokena, Illinois	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	16.1467	-	1.0464	2.4591	19.6522
	Flanagan, Illinois	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	16.1467	-	1.0464	2.4591	19.6522
	Griffith, Indiana	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	16.1467	-	1.0464	2.4591	19.6522
	Stockbridge, Michigan	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	19.5713	-	1.0465	2.9913	23.6091
	Marysville, Michigan	5.7893	0.1163	(0.0004)	(0.3829)	5.5223	19.5713	-	1.0465	2.9913	23.6091
	Corunna or Sarnia Terminal, Ontario	6.4332	0.1215	(0.0004)	(0.3914)	6.1629	19.2458	-	1.0697	2.9913	23.3068
	Westover, Ontario	8.1345	0.1624	(0.0005)	(0.5294)	7.7670	19.2458	-	1.4469	2.9913	23.6840
Nanticoke, Ontario	8.7801	0.1780	(0.0005)	(0.5818)	8.3758	19.2458	-	1.5900	2.9913	23.8271	
Cromer, Manitoba	Clearbrook, Minnesota	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	3.0290	-	0.5531	0.4203	4.0024
	Superior, Wisconsin	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	6.8141	-	0.5531	1.0086	8.3758
	Lockport, Illinois	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	16.1467	-	0.5532	2.4591	19.1590
	Mokena, Illinois	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	16.1467	-	0.5532	2.4591	19.1590
	Flanagan, Illinois	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	16.1467	-	0.5532	2.4591	19.1590
	Griffith, Indiana	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	16.1467	-	0.5532	2.4591	19.1590
	Stockbridge, Michigan	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	19.5713	-	0.5533	2.9913	23.1159
	Marysville, Michigan	3.5645	0.0628	(0.0002)	(0.2024)	3.4247	19.5713	-	0.5533	2.9913	23.1159
	Corunna or Sarnia Terminal, Ontario	4.2084	0.0680	(0.0002)	(0.2109)	4.0653	19.2458	-	0.5764	2.9913	22.8135
	Westover, Ontario	5.9097	0.1089	(0.0003)	(0.3489)	5.6694	19.2458	-	0.9537	2.9913	23.1908
Nanticoke, Ontario	6.5553	0.1245	(0.0004)	(0.4013)	6.2781	19.2458	-	1.0968	2.9913	23.3339	

IJT Joint Rate versus Combination of Local Rates
Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership International Joint Rates
CER Tariff No. 5XX + FERC Tariff No. 43.XX.0 versus CER No. 5XX/ FERC No. 45.XX.0

Natural Gas Liquids									
Line No.	From	To	Canadian Local Toll per CER No. 5XX ^{1,2} (USD/m3)	US Local Rate per FERC No. 43.XX.0 ³ (USD/m3)	Total of Local Rates (USD/m3)	CAD IJT Component per FERC No. 45.XX.0 ⁴ (USD/m3)	USD IJT Component per FERC No. 45.XX.0 (USD/m3)	Total IJT per CER No. 5XX/ FERC No. 45.XX.0 (USD/m3)	Discount Resulting from Joint Rate (USD/m3)
(a)	(b)	(c)	(d)	(e)	(f) = (d) +(e)	(g)	(h)	(i) = (g) + (h)	(j) = (i) - (f)
1	Edmonton	Superior	14.8501	5.9554	20.8055	6.4411	8.7804	15.2215	(5.5840)
2	Edmonton	Rapid River	14.8501	9.8138	24.6639	6.4411	13.4130	19.8541	(4.8098)
3	Edmonton	Sarnia	15.3101	15.2269	30.5370	6.8970	19.8719	26.7689	(3.7681)
4	Kerrobert	Superior	13.5118	5.9554	19.4672	4.8490	7.8499	12.6989	(6.7683)
5	Kerrobert	Rapid River	13.5118	9.8138	23.3256	4.8490	12.4825	17.3315	(5.9941)
6	Kerrobert	Sarnia	13.9718	15.2269	29.1987	5.3050	18.9414	24.2464	(4.9523)
7	Cromer	Superior	11.6341	5.9554	17.5895	2.0913	6.6739	8.7652	(8.8242)
8	Cromer	Rapid River	11.6341	9.8138	21.4479	2.0913	11.3066	13.3979	(8.0499)
9	Cromer	Sarnia	12.0941	15.2269	27.3210	2.5471	17.7654	20.3125	(7.0085)

- Column (d) shows the Canadian Local Toll CER No. 5XX converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD
- The CLT to Sarnia, Westover and Nanticoke are calculated by adding the applicable tolls to the International Boundary near Gretna, Manitoba and the tolls from the International Boundary near Sarnia, Ontario to Sarnia, Westover and Nanticoke, respectively.
- Based on the Lakehead local rates in effect December 1, 2023 which reflect the terms of the Lakehead Offer of Settlement filed in consolidated FERC Docket Nos. IS21-352-000 and DO21-15-000 that was approved by the FERC on November 27, 2023.
- Column (g) shows the Canadian dollar International Joint Rate FERC No. 45.XX.0 converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD

IJT Joint Rate versus Combination of Local Rates
Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership International Joint Rates
CER Tariff No. 5XX + FERC Tariff No. 43.XX.0 versus CER No. 5XX/FERC No. 45.XX.0

Condensates									
Line No.	From	To	Canadian Local Toll per CER No. 5XX ^{1,2} (USD/m3)	US Local Rate per FERC No. 43.XX.0 ³ (USD/m3)	Total of Local Rates (USD/m3)	CAD IJT Component per FERC No. 45.XX.0 ⁴ (USD/m3)	USD IJT Component per FERC No. 45.XX.0 (USD/m3)	Total IJT per CER No. 5XX/ FERC No. 45.XX.0 (USD/m3)	Discount Resulting from Joint Rate (USD/m3)
(a)	(b)	(c)	(d)	(e)	(f) = (d) +(e)	(g)	(h)	(i) = (g) + (h)	(j) = (i) - (f)
1	Edmonton	Clearbrook	15.0983	3.2811	18.3794	6.5623	5.4443	12.0066	(6.3728)
2	Edmonton	Superior	15.0983	6.7314	21.8297	6.5623	8.8868	15.4491	(6.3806)
3	Edmonton	Lockport	15.0983	14.4701	29.5684	6.5623	17.3749	23.9372	(5.6312)
4	Edmonton	Mokena	15.0983	14.4701	29.5684	6.5623	17.3749	23.9372	(5.6312)
5	Edmonton	Flanagan	15.0983	14.4701	29.5684	6.5623	17.3749	23.9372	(5.6312)
6	Edmonton	Griffith	15.0983	14.4701	29.5684	6.5623	17.3749	23.9372	(5.6312)
7	Edmonton	Stockbridge	15.0983	17.3933	32.4916	6.5623	20.4896	27.0519	(5.4397)
8	Edmonton	Marysville	15.0983	17.3933	32.4916	6.5623	20.4896	27.0519	(5.4397)
9	Edmonton	Sarnia	15.5590	16.9940	32.5530	7.0193	20.1873	27.2066	(5.3464)
10	Edmonton	Westover	16.5139	16.9940	33.5079	7.9228	20.5645	28.4873	(5.0205)
11	Edmonton	Nanticoke	16.8738	16.9940	33.8678	8.2656	20.7076	28.9732	(4.8945)

- Column (d) shows the Canadian Local Toll CER No. 5XX converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD
- The CLT to Sarnia, Westover and Nanticoke are calculated by adding the applicable tolls to the International Boundary near Gretna, Manitoba and the tolls from the International Boundary near Sarnia, Ontario to Sarnia, Westover and Nanticoke, respectively.
- Based on the Lakehead local rates in effect December 1, 2023 which reflect the terms of the Lakehead Offer of Settlement filed in consolidated FERC Docket Nos. IS21-352-000 and DO21-15-000 that was approved by the FERC on November 27, 2023.
- Column (g) shows the Canadian dollar International Joint Rate FERC No. 45.XX.0 converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD

IJT Joint Rate versus Combination of Local Rates
Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership International Joint Rates
CER Tariff No. 5XX + FERC Tariff No. 43.XX.0 versus CER No. 5XX/FERC No. 45.XX.0

Light Crude Petroleum									
Line No.	From	To	Canadian Local Toll per CER No. 5XX ^{1,2} (USD/m3)	US Local Rate per FERC No. 43.XX.0 ³ (USD/m3)	Total of Local Rates (USD/m3)	CAD IJT Component per FERC No. 45.XX.0 ⁴ (USD/m3)	USD IJT Component per FERC No. 45.XX.0 (USD/m3)	Total IJT per CER No. 5XX/ FERC No. 45.XX.0 (USD/m3)	Discount Resulting from Joint Rate (USD/m3)
(a)	(b)	(c)	(d)	(e)	(f) = (d) + (e)	(g)	(h)	(i) = (g) + (h)	(j) = (i) - (f)
1	Edmonton	Clearbrook	16.0910	3.2811	19.3721	7.0471	5.6214	12.6685	(6.7036)
2	Edmonton	Superior	16.0910	6.7314	22.8224	7.0471	9.3122	16.3593	(6.4631)
3	Edmonton	Lockport	16.0910	14.4701	30.5611	7.0471	18.4124	25.4595	(5.1016)
4	Edmonton	Mokena	16.0910	14.4701	30.5611	7.0471	18.4124	25.4595	(5.1016)
5	Edmonton	Flanagan	16.0910	14.4701	30.5611	7.0471	18.4124	25.4595	(5.1016)
6	Edmonton	Griffith	16.0910	14.4701	30.5611	7.0471	18.4124	25.4595	(5.1016)
7	Edmonton	Stockbridge	16.0910	17.3933	33.4843	7.0471	21.7516	28.7987	(4.6856)
8	Edmonton	Marysville	16.0910	17.3933	33.4843	7.0471	21.7516	28.7987	(4.6856)
9	Edmonton	Sarnia	16.5545	16.9940	33.5485	7.5088	21.4493	28.9581	(4.5904)
10	Edmonton	Westover	17.5564	16.9940	34.5504	8.4883	21.8265	30.3148	(4.2356)
11	Edmonton	Nanticoke	17.9341	16.9940	34.9281	8.8599	21.9696	30.8295	(4.0987)
12	Hardisty	Clearbrook	15.5323	3.2811	18.8134	6.1683	5.2829	11.4512	(7.3622)
13	Hardisty	Superior	15.5323	6.7314	22.2637	6.1683	8.9737	15.1420	(7.1217)
14	Hardisty	Lockport	15.5323	14.4701	30.0024	6.1683	18.0740	24.2423	(5.7601)
15	Hardisty	Mokena	15.5323	14.4701	30.0024	6.1683	18.0740	24.2423	(5.7601)
16	Hardisty	Flanagan	15.5323	14.4701	30.0024	6.1683	18.0740	24.2423	(5.7601)
17	Hardisty	Griffith	15.5323	14.4701	30.0024	6.1683	18.0740	24.2423	(5.7601)
18	Hardisty	Stockbridge	15.5323	17.3933	32.9256	6.1683	21.4131	27.5814	(5.3442)
19	Hardisty	Marysville	15.5323	17.3933	32.9256	6.1683	21.4131	27.5814	(5.3442)
20	Hardisty	Sarnia	15.9959	16.9940	32.9899	6.6299	21.1109	27.7408	(5.2491)
21	Hardisty	Westover	16.9978	16.9940	33.9918	7.6092	21.4880	29.0972	(4.8946)
22	Hardisty	Nanticoke	17.3755	16.9940	34.3695	7.9808	21.6311	29.6119	(4.7576)
23	Kerrobert	Clearbrook	14.7148	3.2811	17.9959	5.2842	4.6909	9.9751	(8.0208)
24	Kerrobert	Superior	14.7148	6.7314	21.4462	5.2842	8.3817	13.6659	(7.7803)
25	Kerrobert	Lockport	14.7148	14.4701	29.1849	5.2842	17.4819	22.7661	(6.4188)
26	Kerrobert	Mokena	14.7148	14.4701	29.1849	5.2842	17.4819	22.7661	(6.4188)
27	Kerrobert	Flanagan	14.7148	14.4701	29.1849	5.2842	17.4819	22.7661	(6.4188)
28	Kerrobert	Griffith	14.7148	14.4701	29.1849	5.2842	17.4819	22.7661	(6.4188)
29	Kerrobert	Stockbridge	14.7148	17.3933	32.1081	5.2842	20.8211	26.1053	(6.0028)
30	Kerrobert	Marysville	14.7148	17.3933	32.1081	5.2842	20.8211	26.1053	(6.0028)
31	Kerrobert	Sarnia	15.1784	16.9940	32.1724	5.7459	20.5188	26.2647	(5.9077)
32	Kerrobert	Westover	16.1803	16.9940	33.1743	6.7253	20.8960	27.6213	(5.5530)
33	Kerrobert	Nanticoke	16.5580	16.9940	33.5520	7.0968	21.0391	28.1359	(5.4161)
34	Regina	Clearbrook	13.5866	3.2811	16.8677	3.5113	4.0081	7.5194	(9.3483)
35	Regina	Superior	13.5866	6.7314	20.3180	3.5113	7.6989	11.2102	(9.1078)
36	Regina	Lockport	13.5866	14.4701	28.0567	3.5113	16.7992	20.3105	(7.7462)
37	Regina	Mokena	13.5866	14.4701	28.0567	3.5113	16.7992	20.3105	(7.7462)
38	Regina	Flanagan	13.5866	14.4701	28.0567	3.5113	16.7992	20.3105	(7.7462)
39	Regina	Griffith	13.5866	14.4701	28.0567	3.5113	16.7992	20.3105	(7.7462)
40	Regina	Stockbridge	13.5866	17.3933	30.9799	3.5113	20.1384	23.6497	(7.3302)
41	Regina	Marysville	13.5866	17.3933	30.9799	3.5113	20.1384	23.6497	(7.3302)
42	Regina	Sarnia	14.0501	16.9940	31.0441	3.9730	19.8361	23.8091	(7.2351)
43	Regina	Westover	15.0521	16.9940	32.0461	4.9524	20.2133	25.1657	(6.8804)
44	Regina	Nanticoke	15.4298	16.9940	32.4238	5.3240	20.3564	25.6804	(6.7434)
45	Cromer	Clearbrook	12.7713	3.2811	16.0524	2.2306	3.5149	5.7455	(10.3069)
46	Cromer	Superior	12.7713	6.7314	19.5027	2.2306	7.2057	9.4363	(10.0664)
47	Cromer	Lockport	12.7713	14.4701	27.2414	2.2306	16.3060	18.5366	(8.7048)
48	Cromer	Mokena	12.7713	14.4701	27.2414	2.2306	16.3060	18.5366	(8.7048)
49	Cromer	Flanagan	12.7713	14.4701	27.2414	2.2306	16.3060	18.5366	(8.7048)
50	Cromer	Griffith	12.7713	14.4701	27.2414	2.2306	16.3060	18.5366	(8.7048)
51	Cromer	Stockbridge	12.7713	17.3933	30.1646	2.2306	19.6452	21.8758	(8.2888)
52	Cromer	Marysville	12.7713	17.3933	30.1646	2.2306	19.6452	21.8758	(8.2888)
53	Cromer	Sarnia	13.2348	16.9940	30.2288	2.6922	19.3428	22.0350	(8.1938)
54	Cromer	Westover	14.2367	16.9940	31.2307	3.6716	19.7201	23.3917	(7.8390)
55	Cromer	Nanticoke	14.6144	16.9940	31.6084	4.0433	19.8632	23.9065	(7.7019)

1. Column (d) shows the Canadian Local Toll CER No. 5XX converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD
2. The CLT to Sarnia, Westover and Nanticoke are calculated by adding the applicable tolls to the International Boundary near Gretna, Manitoba and the tolls from the International Boundary near Sarnia, Ontario to Sarnia, Westover and Nanticoke, respectively.
3. Based on the Lakehead local rates in effect December 1, 2023 which reflect the terms of the Lakehead Offer of Settlement filed in consolidated FERC Docket Nos. IS21-352-000 and DO21-15-000 that was approved by the FERC on November 27, 2023.
4. Column (g) shows the Canadian dollar International Joint Rate FERC No. 45.XX.0 converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD

IJT Joint Rate versus Combination of Local Rates
Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership International Joint Rates
CER Tariff No. 5XX + FERC Tariff No. 43.XX.0 versus CER No. 5XX/FERC No. 45.XX.0

Medium Crude Petroleum									
Line No.	From	To	Canadian Local Toll per CER No. 5XX ^{1,2}	US Local Rate per FERC No. 43.XX.0 ³	Total of Local Rates	CAD IJT Component per FERC No. 45.XX.0 ⁴	USD IJT Component per FERC No. 45.XX.0	Total IJT per CER No. 5XX/ FERC No. 45.XX.0	Discount Resulting from Joint Rate
(a)	(b)	(c)	(USD/m3)	(USD/m3)	(USD/m3)	(USD/m3)	(USD/m3)	(USD/m3)	(USD/m3)
			(d)	(e)	(f) = (d) +(e)	(g)	(h)	(I) = (g) + (h)	(J) = (I) - (f)
1	Edmonton	Clearbrook	17.0836	3.4648	20.5484	7.5319	5.7988	13.3307	(7.2177)
2	Edmonton	Superior	17.0836	7.1752	24.2588	7.5319	9.7377	17.2696	(6.9892)
3	Edmonton	Lockport	17.0836	15.5487	32.6323	7.5319	19.4499	26.9818	(5.6505)
4	Edmonton	Mokena	17.0836	15.5487	32.6323	7.5319	19.4499	26.9818	(5.6505)
5	Edmonton	Flanagan	17.0836	15.5487	32.6323	7.5319	19.4499	26.9818	(5.6505)
6	Edmonton	Griffith	17.0836	15.5487	32.6323	7.5319	19.4499	26.9818	(5.6505)
7	Edmonton	Stockbridge	17.0836	18.7055	35.7891	7.5319	23.0138	30.5457	(5.2434)
8	Edmonton	Marysville	17.0836	18.7055	35.7891	7.5319	23.0138	30.5457	(5.2434)
9	Edmonton	Sarnia	17.5501	18.3087	35.8588	7.9983	22.7115	30.7098	(5.1490)
10	Edmonton	Westover	18.5990	18.3087	36.9077	9.0536	23.0887	32.1423	(4.7654)
11	Edmonton	Nanticoke	18.9947	18.3087	37.3034	9.4541	23.2318	32.6859	(4.6175)
12	Hardisty	Clearbrook	16.5099	3.4648	19.9747	6.5849	5.4603	12.0452	(7.9295)
13	Hardisty	Superior	16.5099	7.1752	23.6851	6.5849	9.3992	15.9841	(7.7010)
14	Hardisty	Lockport	16.5099	15.5487	32.0586	6.5849	19.1115	25.6964	(6.3622)
15	Hardisty	Mokena	16.5099	15.5487	32.0586	6.5849	19.1115	25.6964	(6.3622)
16	Hardisty	Flanagan	16.5099	15.5487	32.0586	6.5849	19.1115	25.6964	(6.3622)
17	Hardisty	Griffith	16.5099	15.5487	32.0586	6.5849	19.1115	25.6964	(6.3622)
18	Hardisty	Stockbridge	16.5099	18.7055	35.2154	6.5849	22.6753	29.2602	(5.9552)
19	Hardisty	Marysville	16.5099	18.7055	35.2154	6.5849	22.6753	29.2602	(5.9552)
20	Hardisty	Sarnia	16.9763	18.3087	35.2850	7.0513	22.3731	29.4244	(5.8606)
21	Hardisty	Westover	18.0253	18.3087	36.3340	8.1064	22.7502	30.8566	(5.4773)
22	Hardisty	Nanticoke	18.4209	18.3087	36.7296	8.5070	22.8933	31.4003	(5.3293)
23	Cromer	Clearbrook	13.6810	3.4648	17.1458	2.3419	3.6923	6.0342	(11.1115)
24	Cromer	Superior	13.6810	7.1752	20.8562	2.3419	7.6312	9.9731	(10.8830)
25	Cromer	Lockport	13.6810	15.5487	29.2297	2.3419	17.3435	19.6854	(9.5442)
26	Cromer	Mokena	13.6810	15.5487	29.2297	2.3419	17.3435	19.6854	(9.5442)
27	Cromer	Flanagan	13.6810	15.5487	29.2297	2.3419	17.3435	19.6854	(9.5442)
28	Cromer	Griffith	13.6810	15.5487	29.2297	2.3419	17.3435	19.6854	(9.5442)
29	Cromer	Stockbridge	13.6810	18.7055	32.3865	2.3419	20.9074	23.2493	(9.1371)
30	Cromer	Marysville	13.6810	18.7055	32.3865	2.3419	20.9074	23.2493	(9.1371)
31	Cromer	Sarnia	14.1474	18.3087	32.4561	2.8082	20.6050	23.4132	(9.0429)
32	Cromer	Westover	15.1964	18.3087	33.5051	3.8636	20.9823	24.8459	(8.6591)
33	Cromer	Nanticoke	15.5920	18.3087	33.9007	4.2641	21.1254	25.3895	(8.5112)

- Column (d) shows the Canadian Local Toll CER No. 5XX converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD
- The CLT to Sarnia, Westover and Nanticoke are calculated by adding the applicable tolls to the International Boundary near Gretna, Manitoba and the tolls from the International Boundary near Sarnia, Ontario to Sarnia, Westover and Nanticoke, respectively.
- Based on the Lakehead local rates in effect December 1, 2023 which reflect the terms of the Lakehead Offer of Settlement filed in consolidated FERC Docket Nos. IS21-352-000 and DO21-15-000 that was approved by the FERC on November 27, 2023.
- Column (g) shows the Canadian dollar International Joint Rate FERC No. 45.XX.0 converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD

IJT Joint Rate versus Combination of Local Rates
Enbridge Pipelines Inc. and Enbridge Energy, Limited Partnership International Joint Rates
CER Tariff No. 5XX + FERC Tariff No. 43.XX.0 versus CER No. 5XX/FERC No. 45.XX.0

Heavy Crude Petroleum									
Line No.	From	To	Canadian Local Toll per CER No. 5XX ^{1,2} (USD/m3)	US Local Rate per FERC No. 43.XX.0 ³ (USD/m3)	Total of Local Rates (USD/m3)	CAD IJT Component per FERC No. 45.XX.0 ⁴ (USD/m3)	USD IJT Component per FERC No. 45.XX.0 (USD/m3)	Total IJT per CER No. 5XX/ FERC No. 45.XX.0 (USD/m3)	Discount Resulting from Joint Rate (USD/m3)
(a)	(b)	(c)	(d)	(e)	(f) = (d) + (e)	(g)	(h)	(I) = (g) + (h)	(J) = (I) - (f)
1	Edmonton	Clearbrook	18.8208	3.7890	22.6098	8.3803	6.1089	14.4892	(8.1206)
2	Edmonton	Superior	18.8208	7.9496	26.7704	8.3803	10.4823	18.8626	(7.9078)
3	Edmonton	Lockport	18.8208	17.4412	36.2620	8.3803	21.2654	29.6457	(6.6163)
4	Edmonton	Mokena	18.8208	17.4412	36.2620	8.3803	21.2654	29.6457	(6.6163)
5	Edmonton	Flanagan	18.8208	17.4412	36.2620	8.3803	21.2654	29.6457	(6.6163)
6	Edmonton	Griffith	18.8208	17.4412	36.2620	8.3803	21.2654	29.6457	(6.6163)
7	Edmonton	Stockbridge	18.8208	21.0093	39.8301	8.3803	25.2223	33.6026	(6.2275)
8	Edmonton	Marysville	18.8208	21.0093	39.8301	8.3803	25.2223	33.6026	(6.2275)
9	Edmonton	Sarnia	19.2924	20.6069	39.8993	8.8548	24.9200	33.7748	(6.1245)
10	Edmonton	Westover	20.4236	20.6069	41.0305	10.0430	25.2972	35.3402	(5.6902)
11	Edmonton	Nanticoke	20.8504	20.6069	41.4573	10.4940	25.4403	35.9343	(5.5230)
12	Hardisty	Clearbrook	18.2206	3.7890	22.0096	7.3141	5.7704	13.0845	(8.9251)
13	Hardisty	Superior	18.2206	7.9496	26.1702	7.3141	10.1438	17.4579	(8.7123)
14	Hardisty	Lockport	18.2206	17.4412	35.6618	7.3141	20.9270	28.2411	(7.4207)
15	Hardisty	Mokena	18.2206	17.4412	35.6618	7.3141	20.9270	28.2411	(7.4207)
16	Hardisty	Flanagan	18.2206	17.4412	35.6618	7.3141	20.9270	28.2411	(7.4207)
17	Hardisty	Griffith	18.2206	17.4412	35.6618	7.3141	20.9270	28.2411	(7.4207)
18	Hardisty	Stockbridge	18.2206	21.0093	39.2299	7.3141	24.8838	32.1979	(7.0320)
19	Hardisty	Marysville	18.2206	21.0093	39.2299	7.3141	24.8838	32.1979	(7.0320)
20	Hardisty	Sarnia	18.6921	20.6069	39.2990	7.7885	24.5816	32.3701	(6.9289)
21	Hardisty	Westover	19.8233	20.6069	40.4302	8.9767	24.9587	33.9354	(6.4949)
22	Hardisty	Nanticoke	20.2501	20.6069	40.8570	9.4277	25.1018	34.5295	(6.3275)
23	Kerrobert	Clearbrook	17.3612	3.7890	21.1502	6.2416	5.1784	11.4200	(9.7302)
24	Kerrobert	Superior	17.3612	7.9496	25.3108	6.2416	9.5518	15.7934	(9.5174)
25	Kerrobert	Lockport	17.3612	17.4412	34.8024	6.2416	20.3349	26.5765	(8.2259)
26	Kerrobert	Mokena	17.3612	17.4412	34.8024	6.2416	20.3349	26.5765	(8.2259)
27	Kerrobert	Flanagan	17.3612	17.4412	34.8024	6.2416	20.3349	26.5765	(8.2259)
28	Kerrobert	Griffith	17.3612	17.4412	34.8024	6.2416	20.3349	26.5765	(8.2259)
29	Kerrobert	Stockbridge	17.3612	21.0093	38.3705	6.2416	24.2918	30.5334	(7.8371)
30	Kerrobert	Marysville	17.3612	21.0093	38.3705	6.2416	24.2918	30.5334	(7.8371)
31	Kerrobert	Sarnia	17.8327	20.6069	38.4396	6.7161	23.9895	30.7056	(7.7340)
32	Kerrobert	Westover	18.9639	20.6069	39.5708	7.9043	24.3667	32.2710	(7.2998)
33	Kerrobert	Nanticoke	19.3907	20.6069	39.9976	8.3552	24.5098	32.8650	(7.1327)
34	Regina	Clearbrook	16.1490	3.7890	19.9380	4.0906	4.4956	8.5862	(11.3518)
35	Regina	Superior	16.1490	7.9496	24.0986	4.0906	8.8690	12.9596	(11.1390)
36	Regina	Lockport	16.1490	17.4412	33.5902	4.0906	19.6522	23.7428	(9.8474)
37	Regina	Mokena	16.1490	17.4412	33.5902	4.0906	19.6522	23.7428	(9.8474)
38	Regina	Flanagan	16.1490	17.4412	33.5902	4.0906	19.6522	23.7428	(9.8474)
39	Regina	Griffith	16.1490	17.4412	33.5902	4.0906	19.6522	23.7428	(9.8474)
40	Regina	Stockbridge	16.1490	21.0093	37.1583	4.0906	23.6091	27.6997	(9.4586)
41	Regina	Marysville	16.1490	21.0093	37.1583	4.0906	23.6091	27.6997	(9.4586)
42	Regina	Sarnia	16.6206	20.6069	37.2275	4.5651	23.3068	27.8719	(9.3556)
43	Regina	Westover	17.7518	20.6069	38.3587	5.7533	23.6840	29.4373	(8.9213)
44	Regina	Nanticoke	18.1786	20.6069	38.7855	6.2043	23.8271	30.0314	(8.7541)
45	Cromer	Clearbrook	15.2730	3.7890	19.0620	2.5368	4.0024	6.5392	(12.5228)
46	Cromer	Superior	15.2730	7.9496	23.2226	2.5368	8.3758	10.9126	(12.3100)
47	Cromer	Lockport	15.2730	17.4412	32.7142	2.5368	19.1590	21.6958	(11.0184)
48	Cromer	Mokena	15.2730	17.4412	32.7142	2.5368	19.1590	21.6958	(11.0184)
49	Cromer	Flanagan	15.2730	17.4412	32.7142	2.5368	19.1590	21.6958	(11.0184)
50	Cromer	Griffith	15.2730	17.4412	32.7142	2.5368	19.1590	21.6958	(11.0184)
51	Cromer	Stockbridge	15.2730	21.0093	36.2823	2.5368	23.1159	25.6527	(10.6296)
52	Cromer	Marysville	15.2730	21.0093	36.2823	2.5368	23.1159	25.6527	(10.6296)
53	Cromer	Sarnia	15.7446	20.6069	36.3515	3.0113	22.8135	25.8248	(10.5267)
54	Cromer	Westover	16.8758	20.6069	37.4827	4.1996	23.1908	27.3904	(10.0923)
55	Cromer	Nanticoke	17.3026	20.6069	37.9095	4.6504	23.3339	27.9843	(9.9251)

1. Column (d) shows the Canadian Local Toll CER No. 5XX converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD
2. The CLT to Sarnia, Westover and Nanticoke are calculated by adding the applicable tolls to the International Boundary near Gretna, Manitoba and the tolls from the International Boundary near Sarnia, Ontario to Sarnia, Westover and Nanticoke, respectively.
3. Based on the Lakehead local rates in effect December 1, 2023 which reflect the terms of the Lakehead Offer of Settlement filed in consolidated FERC Docket Nos. IS21-352-000 and DO21-15-000 that was approved by the FERC on November 27, 2023.
4. Column (g) shows the Canadian dollar International Joint Rate FERC No. 45.XX.0 converted into United States currency using a factor of \$1.35 CAD per \$1.00 USD

CER No. 5XX
Cancels Interim CER No. **5XX**



ENBRIDGE PIPELINES INC.

LOCAL TOLLS APPLYING ON CRUDE PETROLEUM, NATURAL GAS LIQUIDS AND REFINED PETROLEUM PRODUCTS

FROM

**POINTS IN THE PROVINCES OF ALBERTA, SASKATCHEWAN, MANITOBA, ONTARIO AND THE
INTERNATIONAL BOUNDARY NEAR SARNIA, ONTARIO**

TO

**POINTS IN THE PROVINCES OF ALBERTA, SASKATCHEWAN, MANITOBA, ONTARIO AND THE
INTERNATIONAL BOUNDARY NEAR GRETNA, MANITOBA**

Tolls for the transportation of Crude Petroleum, Natural Gas Liquids, and Refined Petroleum Products are comprised of the applicable charges and surcharges of receipt, transmission and delivery as listed in this tariff. The charges listed in this tariff are subject to the Rules and Regulations published in the Carrier's tariffs Canada Energy Regulator (CER) Tariff Nos. 497, 498, and 499 and reissues thereof.

The charges listed in this tariff are payable in Canadian currency and are applicable on the Canadian movement only of Crude Petroleum, Natural Gas Liquids, and Refined Petroleum Products tendered to the Carrier at Regular Receiving Points in Canada for delivery to Regular Delivery Points in Canada.

ISSUED:

EFFECTIVE:

ISSUED BY:

Erin Rolstad
Director, Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
200, 425 – 1st Street S.W.
Calgary, AB T2P 3L8
Canada

COMPILED BY:

Theresa Broderick
Regulatory Strategy & Compliance
Enbridge Pipelines Inc.
(403) 231-5737

E-mail: Enbridge-Tariffs@enbridge.com

Privileged & Confidential

P-22

CER No. 5XX

Page 2 of 5

ALLOWANCE OIL REVENUE

In addition to the transportation tolls listed below, the Carrier shall collect in kind 1/20 of 1 percent of all Crude Petroleum, Natural Gas Liquids and Refined Petroleum Products delivered to shippers.

NON-PERFORMANCE PENALTY

A Non-Performance Penalty will be charged in accordance with the provisions of Rules 18(a) and (f) and 19(a) and (f) of the applicable Rules and Regulations tariff.

"WTI Price" means, with regards to any month, the NYMEX calendar month average settlement price for West Texas Intermediate for that month in barrels multiplied by 6.289811 barrels per cubic meter.

COMMODITY CLASSIFICATION AND COMMODITY TRANSMISSION SURCHARGES

Commodities shall be classified on the basis of the density and viscosity in effect at the time of receipt by the Carrier and assessed a charge including the appropriate surcharge listed below. Density shall be based on 15°C. Viscosity shall be based on the Carrier's reference line temperature at the time of receipt. Where the density of a commodity falls within the density range of one commodity classification and the viscosity of the commodity falls within the viscosity range of another commodity classification, then the commodity shall be deemed to be in the commodity classification with the higher transmission surcharge. Transmission surcharges shall be calculated as a percentage of the light petroleum transmission charge.

LIGHT PETROLEUM - A commodity having a density from 800 kilograms per cubic meter (kg/m³) up to but not including 876 kg/m³ and a viscosity from 2 square millimeters per second (mm²/s) up to but not including 20 mm²/s will be classified as **Light Petroleum**.

MEDIUM PETROLEUM - A commodity having a density from 876 kg/m³ up to but not including 904 kg/m³ and a viscosity from 20 mm²/s up to but not including 100 mm²/s will be classified as Medium Petroleum. **Medium Petroleum** is assessed the light crude transmission charge **plus a surcharge of 8%**, which is included in the table of Medium Crude Petroleum Transmission and Terminalling Tolls below.

HEAVY PETROLEUM - A commodity having a density from 904 kg/m³ to 940 kg/m³ inclusive and a viscosity from 100 mm²/s up to and including 350 mm²/s will be classified as Heavy Petroleum. **Heavy Petroleum** is assessed the light crude transmission charge **plus a surcharge of 22%**, which is included in the table of Heavy Crude Petroleum Transmission and Terminalling Tolls below.

CONDENSATES - A commodity having a density from 600 kg/m³ up to but not including 800 kg/m³ and a viscosity of 0.4 mm²/s up to but not including 2 mm²/s will be classified as Condensates. **Condensates** are assessed the light crude transmission charge **less a surcharge of 8%**, which is included in the table of Condensates Transmission and Terminalling Tolls below.

NGL - A commodity having a maximum absolute vapour pressure of 1250 kilopascals at 37.8°C and a density of up to but not including 600 kg/m³ and a viscosity of up to but not including 0.4 mm²/s will be classified as NGL. **NGL** is assessed the light crude transmission charge **less a surcharge of 10%**, which is included in the table of Natural Gas Liquids Transmission and Terminalling Tolls below.

Privileged & Confidential

P-23

The following tables provide transmission and terminalling tolls for Canadian Local movements and include items (a) through (i), as applicable.

LIGHT PETROLEUM TRANSMISSION AND TERMINALLING TOLLS (e),(f),(h),(i)							
TABLE OF CHARGES FOR LIGHT CRUDE PETROLEUM IN CAD PER CUBIC METER							
TO	FROM						
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Kerrobert Station, Saskatchewan (b)	Regina Terminal, Saskatchewan (b)	Cromer Terminal, Manitoba (b)	International Boundary near Sarnia, Ontario	Corunna or Sarnia Terminal, Ontario (b) (g)
Edmonton Terminal, Alberta (c)	1.9587	-	-	-	-	-	-
Hardisty Terminal, Alberta (c)	3.1710	1.9587	-	-	-	-	-
Kerrobert Station, Saskatchewan (c)	4.3899	3.1777	-	-	-	-	-
Milden, Saskatchewan (c)	5.1795	3.9673	-	-	-	-	-
Stony Beach Take-off, Saskatchewan (c)	6.8345	5.6222	4.0590	-	-	-	-
Regina Terminal, Saskatchewan (c)	6.8345	5.6222	4.0590	1.6145	-	-	-
Gretna Station, Manitoba (c)	10.5605	-	-	5.3405	-	-	-
International Boundary near Gretna, Manitoba	21.7228	20.9686	19.8650	18.3419	17.2412	-	-
Corunna or Sarnia Terminal, Ontario (c)	-	-	-	-	-	0.6258	1.6145
Westover, Ontario (c)	-	-	-	-	-	1.9784	2.9641
Nanticoke, Ontario (c)	-	-	-	-	-	2.4883	3.4769

MEDIUM PETROLEUM TRANSMISSION AND TERMINALLING TOLLS (e),(f),(h),(i)					
TABLE OF CHARGES FOR MEDIUM CRUDE PETROLEUM IN CAD PER CUBIC METER					
TO	FROM				
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Cromer Terminal, Manitoba (b)	International Boundary near Sarnia, Ontario	Corunna or Sarnia Terminal, Ontario (b) (g)
Edmonton Terminal, Alberta (c)	1.9587	-	-	-	-
Hardisty Terminal, Alberta (c)	3.2278	1.9587	-	-	-
Kerrobert Station, Saskatchewan (c)	4.5042	3.2350	-	-	-
Stony Beach Take-off, Saskatchewan (c)	7.0638	5.7944	-	-	-
Regina Terminal, Saskatchewan (c)	7.0638	5.7944	-	-	-
International Boundary near Gretna, Manitoba	23.0629	22.2883	18.4693	-	-
Corunna or Sarnia Terminal, Ontario (c)	-	-	-	0.6297	1.6145
Westover, Ontario (c)	-	-	-	2.0458	3.0276
Nanticoke, Ontario (c)	-	-	-	2.5799	-

CER No. 5XX

Page 4 of 5

HEAVY PETROLEUM TRANSMISSION AND TERMINALLING TOLLS (e),(f),(h),(i)							
TABLE OF CHARGES FOR HEAVY CRUDE PETROLEUM IN CAD PER CUBIC METER							
TO	FROM						
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Kerrobert Station, Saskatchewan (b)	Regina Terminal, Saskatchewan (b)	Cromer Terminal, Manitoba (b)	International Boundary near Sarnia, Ontario	Corunna or Sarnia Terminal, Ontario (b) (g)
Edmonton Terminal, Alberta (c)	1.9587	-	-	-	-	-	-
Hardisty Terminal, Alberta (c)	3.3275	1.9587	-	-	-	-	-
Kerrobert Station, Saskatchewan (c)	4.7041	3.3353	-	-	-	-	-
Stony Beach Take-off, Saskatchewan (c)	7.4649	6.0958	4.3752	-	-	-	-
Regina Terminal, Saskatchewan (c)	7.4649	6.0958	4.3752	1.6145	-	-	-
International Boundary near Gretna, Manitoba	25.4081	24.5978	23.4376	21.8012	20.6186	-	-
Corunna or Sarnia Terminal, Ontario (c)	-	-	-	-	-	0.6366	1.6145
Westover, Ontario (c)	-	-	-	-	-	2.1637	3.1386
Nanticoke, Ontario (c)	-	-	-	-	-	2.7399	-

CONDENSATES TRANSMISSION AND TERMINALLING TOLLS (e),(f),(h),(i)					
TABLE OF CHARGES FOR CONDENSATES IN CAD PER CUBIC METER					
TO	FROM				
	Edmonton Terminal, Alberta (b)	Hardisty Terminal, Alberta (b)	Regina Terminal, Saskatchewan (b)	International Boundary near Sarnia, Ontario	Corunna or Sarnia Terminal, Ontario (b) (g)
Edmonton Terminal, Alberta (c)	1.9587	-	-	-	-
Hardisty Terminal, Alberta (c)	3.1139	1.9587	-	-	-
Kerrobert Station, Saskatchewan (c)	4.2757	3.1204	-	-	-
Milden, Saskatchewan (c)	5.0282	-	-	-	-
Stony Beach Take-off, Saskatchewan (c)	6.6053	5.4500	-	-	-
Regina Terminal, Saskatchewan (c)	6.6053	5.4500	1.6145	-	-
Gretna Station, Manitoba (c)	10.1561	-	5.1653	-	-
International Boundary near Gretna, Manitoba	20.3827	-	-	-	-
Corunna or Sarnia Terminal, Ontario (c)	-	-	-	0.6219	1.6145
Westover, Ontario (c)	-	-	-	1.9110	2.9007
Nanticoke, Ontario (c)	-	-	-	2.3969	3.3893

NATURAL GAS LIQUIDS TRANSMISSION AND TERMINALLING TOLLS (e),(f),(h),(i)				
TABLE OF CHARGES FOR NATURAL GAS LIQUIDS IN CAD PER CUBIC METER				
TO	FROM			
	Edmonton Terminal, Alberta (b)	Kerrobert Station, Saskatchewan (b)	Cromer Terminal, Manitoba (b)	International Boundary near Sarnia, Ontario
International Boundary near Gretna, Manitoba	20.0476	18.2409	15.7060	-
Corunna or Sarnia Terminal, Ontario (c)	-	-	-	0.6210

(a) RECEIPT TANKAGE – The transportation tolls for receipt tankage should be added to tolls in cases where Enbridge receipt tankage is required. Refer to the effective Interim RT 23-1 Tariff.

(b) RECEIPT TERMINALLING – The transportation tolls from this receiving point include a receipt terminalling charge of \$1.0693 per cubic meter and an Abandonment Surcharge for terminalling of \$0.0028 per cubic meter.

(c) DELIVERY TERMINALLING – The transportation tolls to this delivery point include a delivery terminalling charge of \$0.5392 per cubic meter and an Abandonment Surcharge for terminalling of \$0.0028 per cubic meter.

(d) DELIVERY TANKAGE – The transportation toll for delivery tankage is \$0.4759 CAD per cubic meter or \$0.3551 USD per cubic meter. This toll includes an Abandonment Surcharge for tankage of \$0.0100 CAD per cubic meter or \$0.0100 USD per cubic meter. This amount should be added to tolls in cases where Enbridge delivery tankage is required.

(e) LMCI ABANDONMENT SURCHARGE - The transportation tolls include Abandonment Surcharges for transmission and terminalling pursuant to NEB Decision MH-001-2013 and Order MO-030-2014.

(f) NON-PERFORMANCE PENALTY - The transportation tolls for all commodity movements include a surcredit for refund of collections under the Non-Performance Penalty, which is adjusted for distance only.

(g) CORUNNA OR SARNIA TERMINAL, ONTARIO - Receipts at Corunna can be delivered only at Corunna and not at Sarnia Terminal due to operational limitations.

(h) LINE 3 REPLACEMENT (L3R) SURCHARGES: Pursuant to CER Toll Order TO-03-2021, the transportation tolls for all movements include a transmission surcharge, which is adjusted for distance only, and a receipt terminalling toll for all movement from Edmonton or Hardisty, Alberta. The L3R Surcharges include, if applicable, ex-Gretna volume related transmission toll adjustments in accordance with Final IRS # 2013-02-A.

(i) Interim CLT SUR-CREDIT: Pursuant to CER Toll Order TO-XX-XXXX, the transportation tolls for all movements include a surcharge to refund an amount collected during the MTS interim refund period, which is adjusted for distance and commodity.

Enbridge Pipelines Inc.
Breakdown of Canadian Local Tolls (1)
Worksheet Supporting CER Tariff No. 5XX

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Light Crude Petroleum							
LGT Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Edmonton, Alberta	Edmonton, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Hardisty, Alberta	2.8600	0.0430	(0.0001)	(0.5392)	0.8073	3.1710
	Kerrobert, Saskatchewan	4.1186	0.0800	(0.0002)	(1.0816)	1.2731	4.3899
	Milden, Saskatchewan	4.9338	0.1040	(0.0003)	(1.4328)	1.5748	5.1795
	Stony Beach Take-off, Saskatchewan	6.6430	0.1540	(0.0005)	(2.1693)	2.2073	6.8345
	Regina, Saskatchewan	6.6430	0.1540	(0.0005)	(2.1693)	2.2073	6.8345
	Gretna, Manitoba	10.4904	0.2670	(0.0008)	(3.8271)	3.6310	10.5605
	International Boundary near Gretna, Manitoba	21.6570	0.2640	(0.0008)	(3.8363)	3.6389	21.7228
Hardisty, Alberta	Hardisty, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Kerrobert, Saskatchewan	2.8671	0.0430	(0.0001)	(0.5423)	0.8100	3.1777
	Milden, Saskatchewan	3.6824	0.0670	(0.0002)	(0.8936)	1.1117	3.9673
	Stony Beach Take-off, Saskatchewan	5.3915	0.1170	(0.0004)	(1.6300)	1.7441	5.6222
	Regina, Saskatchewan	5.3915	0.1170	(0.0004)	(1.6300)	1.7441	5.6222
	International Boundary near Gretna, Manitoba	20.8625	0.2280	(0.0007)	(3.2971)	3.1759	20.9686
Kerrobert, Saskatchewan	Stony Beach Take-off, Saskatchewan	4.1328	0.0800	(0.0002)	(1.0877)	0.9341	4.0590
	Regina, Saskatchewan	4.1328	0.0800	(0.0002)	(1.0877)	0.9341	4.0590
	International Boundary near Gretna, Manitoba	20.0634	0.1910	(0.0006)	(2.7547)	2.3659	19.8650
Regina, Saskatchewan	Regina, Saskatchewan	1.6085	0.0060	-	-	-	1.6145
	Gretna, Manitoba	5.4559	0.1190	(0.0004)	(1.6578)	1.4238	5.3405
	International Boundary near Gretna, Manitoba	18.4606	0.1170	(0.0004)	(1.6670)	1.4317	18.3419

1 Canadian Local Toll in Canadian Dollar per Cubic Meter

2 Final toll basis per NEB Order TO-003-2014

3 The Interim Period Refund Sur-credits were calculated using a fifty-four (54) month refund period, which will be revised for implementation based on the number of months remaining between the CER approval of MTS and June 2028

4 Final toll basis per CER Order TO-003-2021

5 The Line 3 Replacement Surcharge includes the Volume Ratchet Adjustment which is based on a 9-month rolling average between 3,036 – 3,085 kbpd which equates to a Line 3 Replacement IJT transmission surcharge of US\$0.720/bbl (excluding applicable terminalling)

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Light Crude Petroleum							
LGT Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Cromer, Manitoba	International Boundary near Gretna, Manitoba	17.3029	0.0630	(0.0002)	(0.8813)	0.7568	17.2412
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.6250	0.0060	-	(0.0370)	0.0318	0.6258
	Westover, Ontario	2.0195	0.0490	(0.0001)	(0.6378)	0.5478	1.9784
	Nanticoke, Ontario	2.5487	0.0620	(0.0002)	(0.8659)	0.7437	2.4883
Sarnia, Ontario	Sarnia, Ontario	1.6085	0.0060	-	-	-	1.6145
	Westover, Ontario	3.0030	0.0460	(0.0001)	(0.6009)	0.5161	2.9641
	Nanticoke, Ontario	3.5321	0.0620	(0.0002)	(0.8289)	0.7119	3.4769

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Medium Crude Petroleum							
MED Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Edmonton, Alberta	Edmonton, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Hardisty, Alberta	2.9600	0.0430	(0.0001)	(0.5824)	0.8073	3.2278
	Kerrobert, Saskatchewan	4.3194	0.0800	(0.0002)	(1.1681)	1.2731	4.5042
	Stony Beach Take-off, Saskatchewan	7.0458	0.1540	(0.0005)	(2.3428)	2.2073	7.0638
	Regina, Saskatchewan	7.0458	0.1540	(0.0005)	(2.3428)	2.2073	7.0638
	International Boundary near Gretna, Manitoba	23.3040	0.2640	(0.0008)	(4.1432)	3.6389	23.0629
Hardisty, Alberta	Hardisty, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Kerrobert, Saskatchewan	2.9678	0.0430	(0.0001)	(0.5857)	0.8100	3.2350
	Stony Beach Take-off, Saskatchewan	5.6942	0.1170	(0.0004)	(1.7605)	1.7441	5.7944
	Regina, Saskatchewan	5.6942	0.1170	(0.0004)	(1.7605)	1.7441	5.7944
	International Boundary near Gretna, Manitoba	22.4459	0.2280	(0.0007)	(3.5608)	3.1759	22.2883
Cromer, Manitoba	International Boundary near Gretna, Manitoba	18.6015	0.0630	(0.0002)	(0.9518)	0.7568	18.4693
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.6318	0.0060	-	(0.0399)	0.0318	0.6297
	Westover, Ontario	2.1380	0.0490	(0.0001)	(0.6889)	0.5478	2.0458
	Nanticoke, Ontario	2.7095	0.0620	(0.0002)	(0.9351)	0.7437	2.5799
Sarnia, Ontario	Sarnia, Ontario	1.6085	0.0060	-	-	-	1.6145
	Westover, Ontario	3.1145	0.0460	(0.0001)	(0.6489)	0.5161	3.0276

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Heavy Crude Petroleum							
HVY Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Edmonton, Alberta	Edmonton, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Hardisty, Alberta	3.1352	0.0430	(0.0001)	(0.6579)	0.8073	3.3275
	Kerrobert, Saskatchewan	4.6707	0.0800	(0.0002)	(1.3195)	1.2731	4.7041
	Stony Beach Take-off, Saskatchewan	7.7506	0.1540	(0.0005)	(2.6465)	2.2073	7.4649
	Regina, Saskatchewan	7.7506	0.1540	(0.0005)	(2.6465)	2.2073	7.4649
	International Boundary near Gretna, Manitoba	26.1863	0.2640	(0.0008)	(4.6803)	3.6389	25.4081
Hardisty, Alberta	Hardisty, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Kerrobert, Saskatchewan	3.1440	0.0430	(0.0001)	(0.6616)	0.8100	3.3353
	Stony Beach Take-off, Saskatchewan	6.2238	0.1170	(0.0004)	(1.9887)	1.7441	6.0958
	Regina, Saskatchewan	6.2238	0.1170	(0.0004)	(1.9887)	1.7441	6.0958
	International Boundary near Gretna, Manitoba	25.2170	0.2280	(0.0007)	(4.0224)	3.1759	24.5978
Kerrobert, Saskatchewan	Stony Beach Take-off, Saskatchewan	4.6883	0.0800	(0.0002)	(1.3270)	0.9341	4.3752
	Regina, Saskatchewan	4.6883	0.0800	(0.0002)	(1.3270)	0.9341	4.3752
	International Boundary near Gretna, Manitoba	24.2421	0.1910	(0.0006)	(3.3608)	2.3659	23.4376
Regina, Saskatchewan	Regina, Saskatchewan	1.6085	0.0060	-	-	-	1.6145
	International Boundary near Gretna, Manitoba	22.2867	0.1170	(0.0004)	(2.0338)	1.4317	21.8012
Cromer, Manitoba	International Boundary near Gretna, Manitoba	20.8742	0.0630	(0.0002)	(1.0752)	0.7568	20.6186
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.6439	0.0060	-	(0.0451)	0.0318	0.6366
	Westover, Ontario	2.3452	0.0490	(0.0001)	(0.7782)	0.5478	2.1637
	Nanticoke, Ontario	2.9908	0.0620	(0.0002)	(1.0564)	0.7437	2.7399
Sarnia, Ontario	Sarnia, Ontario	1.6085	0.0060	-	-	-	1.6145
	Westover, Ontario	3.3097	0.0460	(0.0001)	(0.7331)	0.5161	3.1386

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Condensate							
CND Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Edmonton, Alberta	Edmonton, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Hardisty, Alberta	2.7598	0.0430	(0.0001)	(0.4961)	0.8073	3.1139
	Kerrobert, Saskatchewan	3.9178	0.0800	(0.0002)	(0.9950)	1.2731	4.2757
	Milden, Saskatchewan	4.6679	0.1040	(0.0003)	(1.3182)	1.5748	5.0282
	Stony Beach Take-off, Saskatchewan	6.2402	0.1540	(0.0005)	(1.9957)	2.2073	6.6053
	Regina, Saskatchewan	6.2402	0.1540	(0.0005)	(1.9957)	2.2073	6.6053
	Gretna, Manitoba	9.7798	0.2670	(0.0008)	(3.5209)	3.6310	10.1561
International Boundary near Gretna, Manitoba	20.0100	0.2640	(0.0008)	(3.5294)	3.6389	20.3827	
Hardisty, Alberta	Hardisty, Alberta	1.6085	0.0060	-	-	0.3442	1.9587
	Kerrobert, Saskatchewan	2.7664	0.0430	(0.0001)	(0.4989)	0.8100	3.1204
	Stony Beach Take-off, Saskatchewan	5.0889	0.1170	(0.0004)	(1.4996)	1.7441	5.4500
	Regina, Saskatchewan	5.0889	0.1170	(0.0004)	(1.4996)	1.7441	5.4500
Regina, Saskatchewan	Regina, Saskatchewan	1.6085	0.0060	-	-	-	1.6145
	Gretna, Manitoba	5.1481	0.1190	(0.0004)	(1.5252)	1.4238	5.1653
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.6181	0.0060	-	(0.0340)	0.0318	0.6219
	Westover, Ontario	1.9011	0.0490	(0.0001)	(0.5868)	0.5478	1.9110
	Nanticoke, Ontario	2.3880	0.0620	(0.0002)	(0.7966)	0.7437	2.3969
Sarnia, Ontario	Sarnia, Ontario	1.6085	0.0060	-	-	-	1.6145
	Westover, Ontario	2.8915	0.0460	(0.0001)	(0.5528)	0.5161	2.9007
	Nanticoke, Ontario	3.3782	0.0620	(0.0002)	(0.7626)	0.7119	3.3893

CANADIAN LOCAL TOLLS IN CAD DOLLARS PER CUBIC METER							
Natural Gas Liquids							
NGL Toll (\$/m3)							
FROM	TO	CER No. 5XX Base CLT Toll	LMCI Surcharge	Non- Performance Penalty Credit (2)	Interim CLT Sur-Credit (3)	Line 3 Replacement Surcharge (4)(5)	Total CER No. 5XX
		(A)	(B)	(C)	(D)	(E)	(F)=(A)+(B)+(C)+ (D)+(E)
Edmonton, Alberta	International Boundary near Gretna, Manitoba	19.5982	0.2640	(0.0008)	(3.4527)	3.6389	20.0476
Kerrobert, Saskatchewan	International Boundary near Gretna, Manitoba	18.1639	0.1910	(0.0006)	(2.4793)	2.3659	18.2409
Cromer, Manitoba	International Boundary near Gretna, Manitoba	15.6795	0.0630	(0.0002)	(0.7931)	0.7568	15.7060
International Boundary near Sarnia, Ontario	Sarnia, Ontario	0.6165	0.0060	-	(0.0333)	0.0318	0.6210

Schedule "Q"

MTS Financial Model

Schedule “Q”

MTS Financial Model

User Manual

COLOUR CODING

Blue Font	Hard Coded Numbers
Blue Highlight	Input

TAB DESCRIPTION

<u>Tab Name</u>	<u>Info</u>
ROE	Collar ROE
Inputs	Toll escalators, foreign exchange, starting surcharges, terminalling and tankage fees
Capital Additions	Capital cost breakdown
Depreciation	Depreciation Calculation
Opex	Operating cost breakdown
Vol	Volume related information
L5 Credit	Line 5 Credit calculation
Rev	Revenue calculation
IS_CDN ML	Canadian Mainline Income Statement
IS_LH	Lakehead System Income Statement
IS_Total ML	Total Mainline Income Statement

Schedule “Q”
MTS Financial Model

Tab Name: *ROE*

ROE

MTS Financial Return	Test Year	2023	2024	2025	2026	2027	2028	6 Year Average
Canadian Mainline	12.65%	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Lakehead System	12.65%	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total Mainline	12.65%	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Schedule "Q"
MTS Financial Model

Tab Name: *Inputs*

Inputs

Sheet 1 / 2

GENERAL	
<u>Hardisty to Chicago, Heavy</u>	
Canadian Distance (mile)	665
US Distance (mile)	790
Total Distance (mile)	1,455
Density Factor	1.22

TOLL ESCALATORS

	2021	2022	2023	2024	2025	2026	2027	2028
Period End Date	Dec-21	Dec-22	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28
Number of Days		365	365	366	365	365	365	366
Toll Escalation			2023	2024	2025	2026	2027	2028
O&A - US CPI-U								
Canadian Mainline Power								
LH Power								

Canadian Mainline O&A and Power Cost		Test Year
Canadian Mainline O&A	CAD/bbl	\$0.4567
Canadian Mainline Power	CAD/bbl	\$0.4856
Canadian Mainline Receipt Terminalling	CAD/bbl	\$0.1700
Canadian Mainline Fixed Base Toll	CAD/bbl	\$0.5419
Total Canadian Mainline Toll	CAD/bbl	\$1.6542
LH O&A and Power Cost		Test Year
LH O&A	US\$/bbl	\$0.5841
LH Power	US\$/bbl	\$0.3979
LH Delivery Terminalling	US\$/bbl	\$0.0518
LH Fixed Based Toll	US\$/bbl	\$1.5334
Total LH Toll	US\$/bbl	\$2.5671
Total Pre-L3R Toll	US\$/bbl	\$3.77
L3R Toll	US\$/bbl	\$0.87
Total Hardisty to Griffith HVY Toll	US\$/bbl	\$4.63

Delivery Terminalling - Canada CAD\$/bbl \$0.0857

PARAMETERS

		2023	2024	2025	2026	2027	2028	Test Year
Canadian Mainline Debt Ratio		50%	50%	50%	50%	50%	50%	50%
Cost of Debt	Canadian Mainline Average Cost of Debt	TBD	TBD	TBD	TBD	TBD	TBD	4.19%
Income Tax Rate		TBD	TBD	TBD	TBD	TBD	TBD	24.9%
Weighted Average CCA Rate		8.52%						
Lakehead		2023	2024	2025	2026	2027	2028	Test Year
Debt Ratio		45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	
Debt Ratio	MTS Financial Return	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Cost of Debt	Lakehead System Average Cost of Debt	TBD	TBD	TBD	TBD	TBD	TBD	4.60%
Income Tax Rate		TBD	TBD	TBD	TBD	TBD	TBD	27.3%

Schedule "Q"
MTS Financial Model

Tab Name: *Inputs*

Inputs

Sheet 2 / 2

	2023	2024	2025	2026	2027	2028	Test Year
F/X (CAD / USD) (Average Annual Rate)	TBD	TBD	TBD	TBD	TBD	TBD	1.3800

F/X (CAD / USD) (Monthly Actual Rate)

Month	Day	2023	2024	2025	2026	2027	2028
Jan	1	TBD	TBD	TBD	TBD	TBD	TBD
Feb	2	TBD	TBD	TBD	TBD	TBD	TBD
Mar	3	TBD	TBD	TBD	TBD	TBD	TBD
Apr	4	TBD	TBD	TBD	TBD	TBD	TBD
May	5	TBD	TBD	TBD	TBD	TBD	TBD
June	6	TBD	TBD	TBD	TBD	TBD	TBD
Jul	7	TBD	TBD	TBD	TBD	TBD	TBD
Aug	8	TBD	TBD	TBD	TBD	TBD	TBD
Sep	9	TBD	TBD	TBD	TBD	TBD	TBD
Oct	10	TBD	TBD	TBD	TBD	TBD	TBD
Nov	11	TBD	TBD	TBD	TBD	TBD	TBD
Dec	12	TBD	TBD	TBD	TBD	TBD	TBD

Project ISD
Line 5 Tunnel Expected Project ISD TBD
Line 5 Relocation Expected Project ISD TBD

OTHER ASSUMPTIONS

	2023	2024	2025	2026	2027	2028	Test Year
Local Lakehead Toll Revenue USD MM							95
Line 5 Relocation & Tunnel Surcharge UTR USD/bbl-mile							0
Canadian Mainline Tankage CAD MM							75
Backstopping Revenue CAD MM							20

ALLOWANCE OIL REVENUE

	2023	2024	2025	2026	2027	2028	Test Year
Canadian Mainline (Annual Total) CAD MM							70
Lakehead (Annual Total) USD MM							40

TOLLS & SURCHARGES

	2023	2024	2025	2026	2027	2028	Test Year
L3R Surcharge	TBD	TBD	TBD	TBD	TBD	TBD	0.825
L3R Transmission Surcharge USD / bbl	0.040	0.040	0.040	0.040	0.040	0.040	0.040
L3R Terminalling Surcharge USD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	0.865

L3R Surcharge/Ratchet Calculation

Months	Year	Volume	9-Month Trailing Average	L3R Transmission Surcharge	Surcharge Ratchet		
					Min	Max	Surcharge
31-Mar-22		2,912			3,036	4,000	\$0.720
30-Apr-22		2,674			2,986	3,036	\$0.755
31-May-22		2,861			2,936	2,986	\$0.790
30-Jun-22		2,810			2,886	2,936	\$0.825
31-Jul-22		2,937			2,836	2,886	\$0.860
31-Aug-22		2,917			2,350	2,836	\$0.895
30-Sep-22		3,047			2,300	2,350	\$0.935
31-Oct-22		3,004			2,250	2,300	\$0.975
30-Nov-22		3,060			2,200	2,250	\$1.015
31-Dec-22		3,167			2,150	2,200	\$1.055
31-Jan-23	2023	TBD	2,914	0.825	2,100	2,150	\$1.095
28-Feb-23	2023	TBD	2,942	0.790	2,050	2,100	\$1.135
31-Mar-23	2023	TBD	TBD	TBD			
30-Apr-23	2023	TBD	TBD	TBD			
31-May-23	2023	TBD	TBD	TBD			
30-Jun-23	2023	TBD	TBD	TBD			
31-Jul-23	2023	TBD	TBD	TBD			
31-Aug-23	2023	TBD	TBD	TBD			
30-Sep-23	2023	TBD	TBD	TBD			
31-Oct-23	2023	TBD	TBD	TBD			
30-Nov-23	2023	TBD	TBD	TBD			
31-Dec-23	2023	TBD	TBD	TBD			
	2024	TBD	TBD	TBD			
BY MONTH	2025	TBD	TBD	TBD			
	2026	TBD	TBD	TBD			
	2027	TBD	TBD	TBD			
	2028	TBD	TBD	TBD			

Schedule “Q”
MTS Financial Model

Tab Name: *Capital Additions*

Capital Additions

Sheet 1 / 2

Actual Additions							
	Canadian Mainline	Capital Project Additions					
	Capital Project AFE	2023	2024	2025	2026	2027	2028
1	Project A (Projects to be named)						
2	Project B						
3	Project C						
..	Project ..						
..	Projects <50MM total						
	GAAP Total	TBD	TBD	TBD	TBD	TBD	TBD
	Adjustment - GAAP to Reg ¹						
	Regulatory Total	TBD	TBD	TBD	TBD	TBD	TBD
	Total PP&E (Raw)						
	Total AIDC						
	Total AEDC						

Lakehead							
	Capital Project AFE	Capital Project Additions					
	Capital Project AFE	2023	2024	2025	2026	2027	2028
1	Project A						
2	Project B						
3	Project C						
..	Project ..						
..	Projects <50MM total						
	GAAP Total	TBD	TBD	TBD	TBD	TBD	TBD
	Adjustment - GAAP to Reg ¹						
	Regulatory Total	TBD	TBD	TBD	TBD	TBD	TBD
	Land						
	Total PP&E (Raw)						
	Total AIDC						
	Total AEDC						

¹ Project spending is tracked on a GAAP basis and therefore includes an Allowance for Funds Used During Construction (“AFUDC”) component based on 100% Allowance for Interest During Construction (“AIDC”). The GAAP to regulatory accounting adjustment reflects the removal of 50% of GAAP AIDC and the addition of an Allowance for Equity During Construction (“AEDC”) component.

Schedule “Q”
MTS Financial Model

Tab Name: *Capital Additions*

Capital Additions

Sheet 2 / 2

Additions Excluding Line 3R							
	Canadian Mainline	Capital Project Additions					
	Capital Project AFE	2023	2024	2025	2026	2027	2028
1	Project A						
2	Project B						
3	Project C						
..	Project ..						
..	Projects <50MM total						
	GAAP Total	TBD	TBD	TBD	TBD	TBD	TBD
	Adjustment - GAAP to Reg ¹						
	Regulatory Total	TBD	TBD	TBD	TBD	TBD	TBD
	Total PP&E (Raw)						
	Total AIDC						
	Total AEDC						

Lakehead							
	Capital Project AFE	Capital Project Additions					
	Capital Project AFE	2023	2024	2025	2026	2027	2028
1	Project A						
2	Project B						
3	Project C						
..	Project ..						
..	Projects <50MM total						
	GAAP Total	TBD	TBD	TBD	TBD	TBD	TBD
	Adjustment - GAAP to Reg ¹						
	Regulatory Total	TBD	TBD	TBD	TBD	TBD	TBD
	Land						
	Total PP&E (Raw)						
	Total AIDC						
	Total AEDC						

	Gross Plant (Line 5 Relocation & Tunnel) ²						
--	---	--	--	--	--	--	--

¹ Project spending is tracked on a GAAP basis and therefore includes an AFUDC component based on 100% AIDC. The GAAP to regulatory accounting adjustment reflects the removal of 50% of GAAP AIDC and the addition of an AEDC component.

² Capital project additions are those additions in excess of the total Line 5 credit and exclude any amounts in construction work in progress.

Schedule “Q”
MTS Financial Model

Tab Name: *Depreciation*

Depreciation

Sheet 1 / 3

Canadian Mainline		2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Remaining Life	28 years	28 years	27 years	26 years	26 years	25 years	24 years	23 years	22 years	21 years
Depreciation		3.57%	3.70%	3.85%	3.85%	4.00%	4.17%	4.35%	4.55%	4.76%

Canadian Mainline		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Gross Plant											
Opening Balance	CAD MM		17,742	17,751	17,223	17,223	17,223	17,223	17,223	17,223	17,223
PP&E	CAD MM	16,823	9	(529)	241	TBD	TBD	TBD	TBD	TBD	TBD
AIDC	CAD MM	333	0	0	0	TBD	TBD	TBD	TBD	TBD	TBD
AEDC	CAD MM	586	0	0	0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	CAD MM	17,742	17,751	17,223	17,464	17,223	17,223	17,223	17,223	17,223	17,223
Accumulated Depreciation											
Opening Balance	CAD MM		(4,412)	(4,649)	(4,388)	(4,388)	(4,882)	(5,375)	(5,869)	(6,363)	(6,856)
PP&E	CAD MM	(4,182)	(213)	285	(478)	(469)	(469)	(469)	(469)	(469)	(469)
AIDC	CAD MM	(83)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
AEDC	CAD MM	(147)	(16)	(16)	(16)	(16)	(16)	(16)	(16)	(16)	(16)
Closing Balance	CAD MM	(4,412)	(4,649)	(4,388)	(4,891)	(4,882)	(5,375)	(5,869)	(6,363)	(6,856)	(7,350)

MTS Financial Return		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Gross Plant											
Opening Balance	CAD MM		17,369	17,299	16,682	16,682	16,682	16,682	16,682	16,682	16,682
PP&E	CAD MM	16,450	(71)	(617)	209	TBD	TBD	TBD	TBD	TBD	TBD
AIDC	CAD MM	333	0	0	0	TBD	TBD	TBD	TBD	TBD	TBD
AEDC	CAD MM	586	0	0	0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	CAD MM	17,369	17,299	16,682	16,891	16,682	16,682	16,682	16,682	16,682	16,682
Accumulated Depreciation											
Opening Balance	CAD MM		(4,399)	(4,621)	(4,341)	(4,341)	(4,816)	(5,290)	(5,765)	(6,240)	(6,714)
PP&E	CAD MM	(4,169)	(197)	304	(458)	(450)	(450)	(450)	(450)	(450)	(450)
AIDC	CAD MM	(83)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)	(9)
AEDC	CAD MM	(147)	(16)	(16)	(16)	(16)	(16)	(16)	(16)	(16)	(16)
Closing Balance	CAD MM	(4,399)	(4,621)	(4,341)	(4,824)	(4,816)	(5,290)	(5,765)	(6,240)	(6,714)	(7,189)

Net Plant	CAD MM			12,835	12,573	12,341	11,847	11,354	10,860	10,366	9,873
Net Plant - MTS	CAD MM			12,341	12,067	11,866	11,392	10,917	10,442	9,968	9,493
Financial Return											
UCC Balance	CAD MM			As end of 2022	6,965	6,965					
UCC Balance - MTS	CAD MM			As end of 2022	6,998	6,998					
Financial Return											

Note: 2023 & beyond capital additions will be updated annually with actual capital additions (see “Capital Additions”).

Privileged & Confidential

Q-8

Schedule “Q”
MTS Financial Model

Tab Name: *Depreciation*

Depreciation

Sheet 2 / 3

LAKEHEAD		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Lakehead											
Gross Plant (Existing Assets)		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Opening Balance	USD MM	13,924	18,496	18,830	18,830	18,830	18,830	18,830	18,830	18,830	18,830
Land	USD MM	62	2	0	0	TBD	TBD	TBD	TBD	TBD	TBD
PP&E	USD MM	12,757	3,638	334	378	TBD	TBD	TBD	TBD	TBD	TBD
AIDC	USD MM	291	163	0	0	TBD	TBD	TBD	TBD	TBD	TBD
AEDC	USD MM	815	769	0	0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	USD MM	13,924	18,496	18,830	19,207	18,830	18,830	18,830	18,830	18,830	18,830
Accumulated Depreciation(Existing Assets)											
Opening Balance	USD MM	(4,251)	(4,198)	(4,706)	(4,706)	(5,247)	(5,788)	(6,328)	(6,869)	(7,410)	(7,951)
PP&E	USD MM	(3,976)	115	(445)	(492)	(478)	(478)	(478)	(478)	(478)	(478)
AIDC	USD MM	(68)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
AEDC	USD MM	(207)	(49)	(49)	(49)	(49)	(49)	(49)	(49)	(49)	(49)
Closing Balance	USD MM	(4,251)	(4,198)	(4,706)	(5,261)	(5,247)	(5,788)	(6,328)	(6,869)	(7,410)	(7,951)
Lakehead MTS Financial Return											
Gross Plant (Existing Assets)		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Opening Balance	USD MM	13,924	17,017	17,228	17,228	17,228	17,228	17,228	17,228	17,228	17,228
Land	USD MM	62	2	0	0	TBD	TBD	TBD	TBD	TBD	TBD
PP&E	USD MM	12,757	2,160	211	253	TBD	TBD	TBD	TBD	TBD	TBD
AIDC	USD MM	291	163	0	0	TBD	TBD	TBD	TBD	TBD	TBD
AEDC	USD MM	815	769	0	0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	USD MM	13,924	17,017	17,228	17,481	17,228	17,228	17,228	17,228	17,228	17,228
Accumulated Depreciation (Existing Assets)											
Opening Balance	USD MM	(4,251)	(4,146)	(4,596)	(4,596)	(5,079)	(5,563)	(6,046)	(6,530)	(7,013)	(7,496)
PP&E	USD MM	(3,976)	168	(387)	(430)	(420)	(420)	(420)	(420)	(420)	(420)
AIDC	USD MM	(68)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)	(14)
AEDC	USD MM	(207)	(49)	(49)	(49)	(49)	(49)	(49)	(49)	(49)	(49)
Closing Balance	USD MM	(4,251)	(4,146)	(4,596)	(5,089)	(5,079)	(5,563)	(6,046)	(6,530)	(7,013)	(7,496)

Note: 2023 & beyond capital additions will be updated annually with actual capital additions (see "Capital Additions").

Privileged & Confidential

Q-9

Schedule “Q”
MTS Financial Model

Tab Name: *Depreciation*

Depreciation

Sheet 3 / 3

		2020	2021	2022	Test Year	2023	2024	2025	2026	2027	2028
Deferred Earnings (Existing Assets)		Mid 2021 Balance									
Gross Deferred Earnings		1,501	1,501	1,501	1,501	1,501	1,501	1,501	1,501	1,501	1,501
Accum Depre of Deferred Earnings		(417)	(436)	(476)	(515)	(515)	(555)	(594)	(634)	(673)	(712)
Net Deferred Earnings		1,084	1,065	1,025	986	986	946	907	868	828	789
Amortization of Deferred Earnings					(39)	(39)	(39)	(39)	(39)	(39)	(39)
Line 5 Relocation & Tunnel Depreciation	28 years					3.57%	3.57%	3.57%	3.57%	3.57%	3.57%
Gross Plant (Line 5 Relocation & Tunnel)					Test Year	2023	2024	2025	2026	2027	2028
Opening Balance	USD MM				0	0	0	0	0	0	0
PP&E	USD MM				0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	USD MM				0	0	0	0	0	0	0
Accumulated Depreciation (Line 5 Relocation & Tunnel)						2023	2024	2025	2026	2027	2028
Opening Balance	USD MM				0	TBD	TBD	TBD	TBD	TBD	TBD
PP&E	USD MM				0	TBD	TBD	TBD	TBD	TBD	TBD
Closing Balance	USD MM				0	TBD	TBD	TBD	TBD	TBD	TBD
Existing Assets	USD MM			14,124	13,946	13,583	13,042	12,501	11,961	11,420	10,879
Line 5 Relocation & Tunnel	USD MM			0	0	TBD	TBD	TBD	TBD	TBD	TBD
Net Value	USD MM			14,124	13,946	13,583	13,042	12,501	11,961	11,420	10,879
MTS Financial Return											
Existing Assets	USD MM			12,633	12,392	12,149	11,666	11,182	10,699	10,216	9,732
Line 5 Relocation & Tunnel	USD MM			0	0	TBD	TBD	TBD	TBD	TBD	TBD
Net Value - MTS Financial Return	USD MM			12,633	12,392	12,149	11,666	11,182	10,699	10,216	9,732

Note: 2023 & beyond capital additions will be updated annually with actual capital additions (see “Capital Additions”).

Privileged & Confidential

Q-10

Schedule "Q"
MTS Financial Model

Tab Name: *Opex*

Opex

OPERATING EXPENSES			2022	Test Year	2023	2024	2025	2026	2027	2028
Canadian Mainline										
O&A	CAD MM		482	509	TBD	TBD	TBD	TBD	TBD	TBD
Power Costs	CAD MM		500	541						
Total Canadian Mainline Opex	CAD MM		981	1,050	TBD	TBD	TBD	TBD	TBD	TBD
LAKEHEAD										
O&A			579	583	TBD	TBD	TBD	TBD	TBD	TBD
Power Costs	USD MM		351	397						
Total Lakehead Opex	USD MM		930	979	TBD	TBD	TBD	TBD	TBD	TBD
Relocation Project										
O&A	USD MM				TBD	TBD	TBD	TBD	TBD	TBD
Canadian Mainline Operating and Administrative Expenses			2022	Test Year	2023	2024	2025	2026	2027	2028
Professional and Regulatory Services			44	43						
Repairs and Maintenance			59	59						
Integrity			34	32						
Insurance			11	14						
Business Unit Allocations			103	115						
Central Functions Allocations			152	151						
Oil Measurement Adjustments			(27)	(27)						
Property Tax			65	65						
Environmental Costs			12	14						
Fuel (ONGG)			5	6						
Drag Reducing Agent (DRA)			24	38						
Total O&A (Excl. Power)			482	509	TBD	TBD	TBD	TBD	TBD	TBD
Lakehead System Operating and Administrative Expenses			2022	Test Year	2023	2024	2025	2026	2027	2028
Materials and Supplies			29	27						
Professional and Regulatory Services			34	29						
Outside Contract Labor			14	4						
Pipeline Integrity			30	25						
Repairs and Maintenance			1	17						
Rents and Leases			2	3						
Telecommunications			0	0						
Property Business and Other Taxes			171	188						
Business Unit Allocations			100	121						
Central Functions Allocations			140	131						
Insurance			15	13						
Environmental Services			1	0						
Oil Measurement Adjustments			(23)	(24)						
Drag Reducing Agent (DRA)			64	49						
Total O&A (Excl. Power)			579	583	TBD	TBD	TBD	TBD	TBD	TBD

Schedule “Q”
MTS Financial Model

Tab Name: *Vol*

Volume

<u>CASES</u>		2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2025	2026	2027	2028	Test Year
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	BY MONTH				
Number of Days		31	28	31	30	31	30	31	31	30	31	30	31					365
Live Case	<u>Unit</u>																	
IJT Throughput	kbpd																	2,930
Edmonton & Hardisty	kbpd																	2,520
US Delivery	kbpd																	2,234
Receipt Terminalling (CLT)	kbpd																	911
Delivered Terminalling (CLT)	kbpd																	1,011
<u>LCE</u>																		
Canadian Mainline IJT LCE	million bbl miles																	842,315
CLT LCE	million bbl miles																	61,758
Lakehead IJT LCE	million bbl miles																	929,712
ULT LCE	million bbl miles																	31,613
<u>Line 3R Surcharge Bbl Miles</u>																		
L3R CA IJT Bbl Miles	million bbl miles																	726,800
L3R US IJT Bbl Miles	million bbl miles																	812,521
CLT Bbl Miles	million bbl miles																	56,826

Schedule “Q”
MTS Financial Model

Tab Name: *L5 Credit*

Line 5 Credit

		<table border="1"> <tr><td>390</td></tr> <tr><td>644</td></tr> </table>		390	644																	
390																						
644																						
		2022 & Prior	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2025	2026	2028					
		1	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	BY MONTH							
Actual Profile			TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD					
FX																						
Tunnel Project	USD MM	181																				
Relocation Project	USD MM	112																				
Total Spend	USD MM	294	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD					
Credit Used for Prior Spend	CAD MM	(390)																				
Actual Spend Applied to Credit	CAD MM		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Equal to Total Spend each month multiplied by the FX rate					
Remaining Credit Balance	CAD MM	(644)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Equal to \$(644) less the cumulative Actual Spend Applied to Credit.					
Eligible Spend Accumulated	CAD MM		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Eligible Spend Accumulated	USD MM		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Eligible Spend (Monthly)																						
Tunnel Project	USD MM		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Relocation Project	USD MM		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Eligible Spend (Annual)			2023	2024	2025	2026	2027	2028														
Tunnel Project	USD MM		TBD	TBD	TBD	TBD	TBD	TBD														
Relocation Project	USD MM		TBD	TBD	TBD	TBD	TBD	TBD														

Schedule “Q”
MTS Financial Model

Tab Name: Rev

Revenue
Sheet 1/3

REVENUE BY LAYERS		2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2024	2025	2026	2027	2028	
		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	BY MONTH				Test Year	
		31	28	31	30	31	30	31	31	30	31	30	31					365	
Number of Days		31	28	31	30	31	30	31	31	30	31	30	31					365	
F/X (CAD / USD)																		1.38	
Canada Revenue (Base System)																			
<u>Transmission Fixed</u>																			
Base System UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0007
LCE	million bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	842,315
Transmission Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	563
<u>July Escalation</u>																			
<u>O&A - Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Base System UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0006
O&A Portion of Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	474
<u>Power – Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Base System UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0006
Power Portion of Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	504
<u>Receipt Terminalling</u>																			
IJT Volume	kbpd	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	2,930
Receipt Terminalling Toll	CAD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.1700
Receipt Terminalling Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	182
Total Canadian Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	1,723
Total Canadian Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	1,249
Lakehead Revenue (Base System)		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23						
<u>Transmission Fixed</u>																			
Base System UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0016
LCE	million bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	929,712
Transmission Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	1,479
<u>July Escalation</u>																			
<u>O&A - Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Base System UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0006
O&A Portion of Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	563
<u>Power – Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Base System UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0004
Power Portion of Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	384
<u>Terminalling</u>																			
IJT Volume	kbpd	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	2,234
Delivery Terminalling Toll	USD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$ 0.0518
Delivery Terminalling Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	42
Total Lakehead Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	2,469
Total Lakehead Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	3,407

Schedule “Q”
MTS Financial Model

Tab Name: Rev

Revenue
Sheet 2/3

		Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	2024	2025	2026	2027	2028	Test Year
L3R Surcharge Revenue																			
BY MONTH																			
<u>IJT Transmission - Canada</u>																			
Transmission UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0006
CA bbl miles	million bbl mile (w/o density)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						726,800
CA L3R Transmission Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						412
<u>IJT Transmission - US</u>																			
Transmission UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0006
US bbl miles	million bbl mile (w/o density)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						812,521
US L3R Transmission Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						461
<u>IJT Terminalling</u>																			
IJT Volume	Kbps	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						2,520
Terminalling Toll	USD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$0.04
IJT Terminalling Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						37
<u>CLT Transmission</u>																			
Transmission UTR	USD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0006
CLT bbl miles	million bbl mile (w/o density)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						56,826
CLT Transmission Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						32
<u>CLT Terminalling</u>																			
CLT Volume ¹	kpbs	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						911
Terminalling Toll	USD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$0.04
CLT Terminalling Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						13
<u>Surcharge Revenue</u>																			
IJT - CA	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						449
IJT - US	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						461
CLT	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						46
Total Surcharge Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						955
CLT Revenue																			
<u>Transmission</u>																			
Transmission UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0007
LCE	million bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						61,758
Transmission Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						41
<u>July Escalation</u>																			
<u>Q&A - Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Base System UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0006
Q&A Portion of Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						35
<u>Power - Variable</u>																			
Escalation		TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						
Base System UTR	CAD / bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0006
Power Portion of Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						37
<u>Receipt Terminalling</u>																			
CLT Volume ¹	kpbs	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						911
Receipt Terminalling Toll	CAD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.1700
Receipt Terminalling Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						57
<u>Delivery Terminalling</u>																			
CLT Volume ¹	kpbs	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						1,011
Delivery Terminalling Toll	CAD / bbl	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						\$ 0.0857
Delivery Terminalling Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						32
Total CLT Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						201
Total CLT Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD						146

1. Includes terminal transfers.

Schedule “Q”
MTS Financial Model

Tab Name: Rev

Revenue
Sheet 3/3

Allowance Oil		2023	2024	2025	2026	2027	2028	Test Year
Canadian Mainline Allowance Oil	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	70
Lakehead Allowance Oil	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	40
Lakehead Revenue		2023	2024	2025	2026	2027	2028	Test Year
Lakehead IJT LCE	Million bbl mile	TBD	TBD	TBD	TBD	TBD	TBD	
Lakehead Local Tariff Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	95
Line 5 Relocation & Tunnel Surcharge	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	0
Other Canadian Revenue		2023	2024	2025	2026	2027	2028	Test Year
Backstopping Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	20
Receipt & Delivery Tankage	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	75
CANADIAN MAINLINE REVENUE SUMMARY		2023	2024	2025	2026	2027	2028	Test Year
CDN ML IJT Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	1,723
L3R Surcharge	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	494
CLT Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	201
Backstopping Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	20
Allowance Oil	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	70
Receipt & Delivery Tankage	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	75
Total CDN ML Revenue	CAD MM	TBD	TBD	TBD	TBD	TBD	TBD	2,772
LAKEHEAD REVENUE SUMMARY		2023	2024	2025	2026	2027	2028	Test Year
Lakehead Local Tariff Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	95
Lakehead IJT Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	2,469
Line 3R Surcharge	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	461
Line 5 Relocation & Tunnel Surcharge	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	0
Allowance Oil	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	40
Total Lakehead Revenue	USD MM	TBD	TBD	TBD	TBD	TBD	TBD	3,064

Privileged & Confidential

Q-16

Schedule “Q”
MTS Financial Model

Tab Name: *IS_CDN ML*

Canadian Mainline Income Statement
CAD MM
Sheet 1/2

INCOME STATEMENT

	MTS Financial Return						MTS Financial Return
	2023	2024	2025	2025	2027	2028	Test Year
Revenue	TBD	TBD	TBD	TBD	TBD	TBD	2,772
<u>Operating Expenditures</u>							
O&A	TBD	TBD	TBD	TBD	TBD	TBD	(509)
Power	TBD	TBD	TBD	TBD	TBD	TBD	(541)
Total Operating Expenditures	TBD	TBD	TBD	TBD	TBD	TBD	(1,050)
EBITDA	TBD	TBD	TBD	TBD	TBD	TBD	1,722
Depreciation	TBD	TBD	TBD	TBD	TBD	TBD	(483)
EBIT	TBD	TBD	TBD	TBD	TBD	TBD	1,240
Interest Expense	TBD	TBD	TBD	TBD	TBD	TBD	(256)
Income Tax Expense	TBD	TBD	TBD	TBD	TBD	TBD	(212)
Net Income	TBD	TBD	TBD	TBD	TBD	TBD	772
Equity	TBD	TBD	TBD	TBD	TBD	TBD	6,102
ROE	TBD	TBD	TBD	TBD	TBD	TBD	12.65%

Schedule "Q"
MTS Financial Model

Tab Name: *IS_CDN ML*

Canadian Mainline Income Statement
CAD MM
Sheet 2/2

		MTS Financial Return						MTS Financial Return
		2023	2024	2025	2025	2027	2028	Test Year
<u>FINANCING</u>								
Net Plant	12,341	TBD	TBD	TBD	TBD	TBD	TBD	12,067
Debt Ratio	50%	50%	50%	50%	50%	50%	50%	50%
Cost of Debt								4.19%
<u>Debt Balance</u>								
Opening		TBD	TBD	TBD	TBD	TBD	TBD	6,171
Addition / Repayment	6,171	TBD	TBD	TBD	TBD	TBD	TBD	(137)
Closing	6,171	TBD	TBD	TBD	TBD	TBD	TBD	6,033
Interest Expense		TBD	TBD	TBD	TBD	TBD	TBD	256
Equity Balance	6,171	TBD	TBD	TBD	TBD	TBD	TBD	6,033
<u>TAX</u>								
EBITDA		TBD	TBD	TBD	TBD	TBD	TBD	1,722
Interest Expense		TBD	TBD	TBD	TBD	TBD	TBD	(256)
CCA Claim		TBD	TBD	TBD	TBD	TBD	TBD	(617)
Taxable Income		TBD	TBD	TBD	TBD	TBD	TBD	850
Income Tax Rate		TBD	TBD	TBD	TBD	TBD	TBD	24.9%
Income Tax Expense		TBD	TBD	TBD	TBD	TBD	TBD	(212)
<u>Tax Pool</u>								
Opening UCC Balance								6,998
Additions		TBD	TBD	TBD	TBD	TBD	TBD	241
CCA Claim	8.52%	TBD	TBD	TBD	TBD	TBD	TBD	(617)
Closing Balance	6,998	TBD	TBD	TBD	TBD	TBD	TBD	6,622

Privileged & Confidential

Q-18

Schedule “Q”
MTS Financial Model

Tab Name: *IS_LH*

Lakehead Income Statement
USD MM
Sheet 1/2

<u>INCOME STATEMENT</u>	<u>MTS Financial Return</u>						<u>MTS Financial Return</u>
	2023	2024	2025	2025	2027	2028	Test Year
Revenue	TBD	TBD	TBD	TBD	TBD	TBD	3,064
<u>Operating Expenditures</u>							
O&A	TBD	TBD	TBD	TBD	TBD	TBD	(583)
Power	TBD	TBD	TBD	TBD	TBD	TBD	(397)
Total <u>Operating Expenditures</u>	TBD	TBD	TBD	TBD	TBD	TBD	(979)
EBITDA	TBD	TBD	TBD	TBD	TBD	TBD	2,085
Depreciation	TBD	TBD	TBD	TBD	TBD	TBD	(533)
EBIT	TBD	TBD	TBD	TBD	TBD	TBD	1,552
Interest Expense	TBD	TBD	TBD	TBD	TBD	TBD	<i>Interest based on actual Capex</i> (289)
Income Tax Expense	TBD	TBD	TBD	TBD	TBD	TBD	(345)
Net Income	TBD	TBD	TBD	TBD	TBD	TBD	919
Income Tax Rate	TBD	TBD	TBD	TBD	TBD	TBD	27.3%
Equity	TBD	TBD	TBD	TBD	TBD	TBD	7,262
ROE	TBD	TBD	TBD	TBD	TBD	TBD	12.65%

Privileged & Confidential

Q-19

Schedule “Q”
MTS Financial Model

Tab Name: *IS_LH*

Lakehead Income Statement
USD MM
Sheet 2/2

INCOME STATEMENT

MTS Financial Return

MTS Financial Return
Test Year

FINANCING

2023 2024 2025 2025 2027 2028

Net Plant – Existing	12,633	TBD	TBD	TBD	TBD	TBD	TBD	12,392
Net Plant – Line 5	0	TBD	TBD	TBD	TBD	TBD	TBD	0
Net Plant	12,633	TBD	TBD	TBD	TBD	TBD	TBD	12,392
Debt Ratio – Existing	50.00%	50%	50%	50%	50%	50%	50%	50.00%
Debt Ratio – Line 5	50.00%	50%	50%	50%	50%	50%	50%	50.00%
Cost of Debt		TBD	TBD	TBD	TBD	TBD	TBD	4.60%
Net Deferred Earnings	1,025	TBD	TBD	TBD	TBD	TBD	TBD	986
<u>Debt Balance</u>								
Opening		TBD	TBD	TBD	TBD	TBD	TBD	6,196
Addition / Repayment		TBD	TBD	TBD	TBD	TBD	TBD	
Closing	6,316	TBD	TBD	TBD	TBD	TBD	TBD	6,196
Equity Balance	7,342	TBD	TBD	TBD	TBD	TBD	TBD	7,182

Privileged & Confidential

Q-20

Schedule “Q”
MTS Financial Model

Tab Name: *IS_Total ML*

Total System Income Statement
CAD MM

INCOME STATEMENT

	MTS Financial Return						MTS Financial Return
	2023	2024	2025	2025	2027	2028	Test Year
Foreign Exchange Rate	TBD	TBD	TBD	TBD	TBD	TBD	1.38
Revenue	TBD	TBD	TBD	TBD	TBD	TBD	7,001
<u>Operating Expenditures</u>							
O&A	TBD	TBD	TBD	TBD	TBD	TBD	(1,313)
Power	TBD	TBD	TBD	TBD	TBD	TBD	(1,089)
<u>Total Operating Expenditures</u>	TBD	TBD	TBD	TBD	TBD	TBD	(2,402)
EBITDA	TBD	TBD	TBD	TBD	TBD	TBD	4,599
Depreciation	TBD	TBD	TBD	TBD	TBD	TBD	(1,218)
EBIT	TBD	TBD	TBD	TBD	TBD	TBD	3,381
Interest Expense	TBD	TBD	TBD	TBD	TBD	TBD	(654)
Income Tax Expense	TBD	TBD	TBD	TBD	TBD	TBD	(687)
Net Income	TBD	TBD	TBD	TBD	TBD	TBD	2,040
ROE	TBD	TBD	TBD	TBD	TBD	TBD	12.65%
Equity Balance	TBD	TBD	TBD	TBD	TBD	TBD	16,123

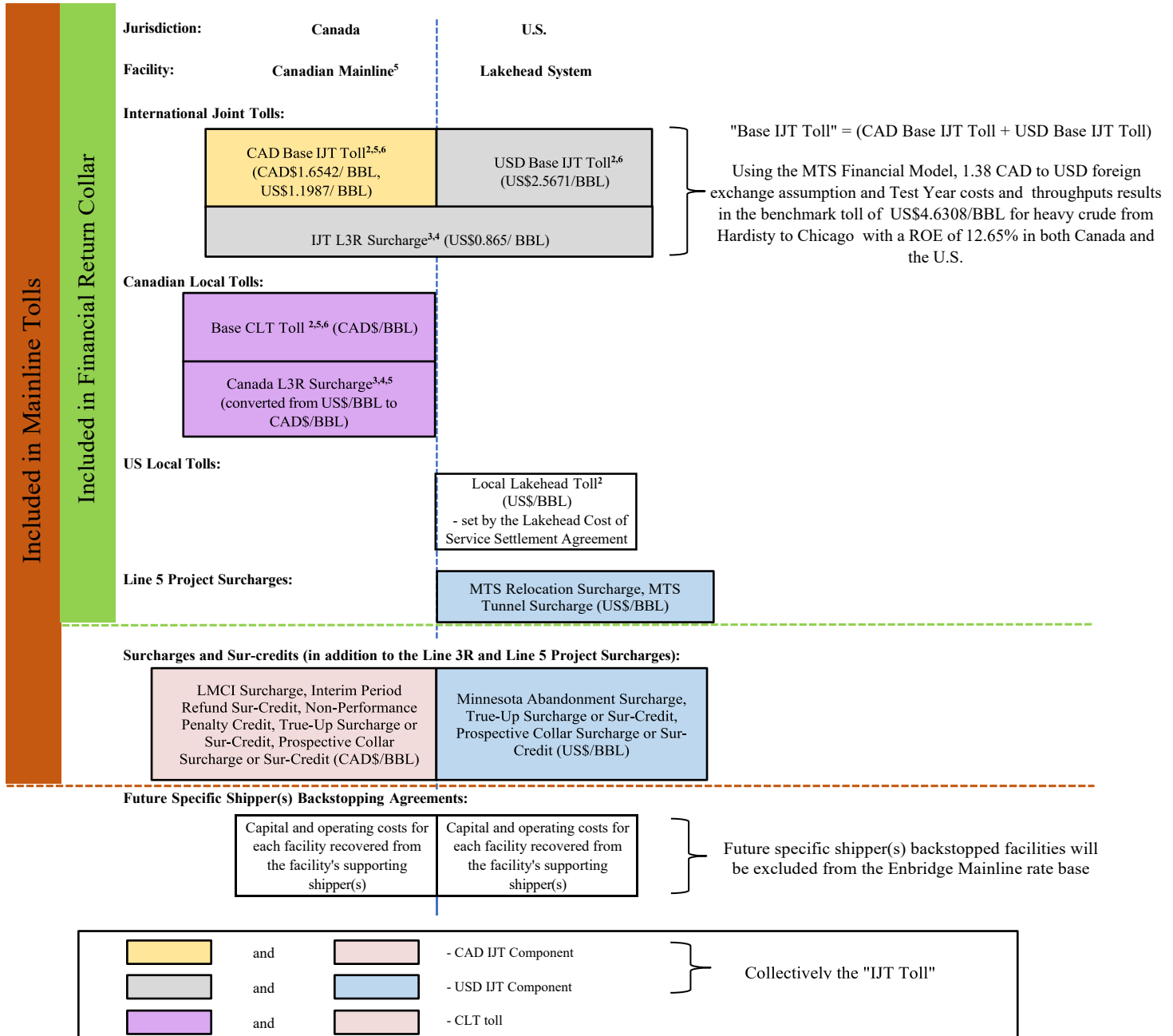
Privileged & Confidential

Q-21

Schedule "R"

MTS Toll Information Graphic

Schedule "R" - MTS Toll Information Graphic ¹



¹ This schedule is for illustrative purposes only and if any discrepancies exist between it and the MTS Agreement, the MTS Agreement shall prevail.

² Commodity and distance adjusted.

³ Distance adjusted only.

⁴ Adjusted based on the 9 month rolling average of Ex-Gretna throughput per the Line 3R IRSs.

⁵ Includes facilities downstream of the international Border near Sarnia, Ontario, if applicable.

⁶ O&A and Power Costs escalated annually using their respective indices.