

CRESCENT POINT RESOURCES PARTNERSHIP
RESPONSES TO NEB INFORMATION REQUESTS NO. 2
May 9, 2018

APPENDIX “B”

TRANSCANADA PIPELINES LIMITED

CANADIAN MAINLINE

CODE OF CONDUCT

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1

PURPOSE AND OBJECTIVES OF THE CODE

1.1

Purpose of the Code

The purpose of this Code is to establish standards and conditions for interaction between TCPL, TCPL Mainline and their [Affiliates](#), as defined in clause 2.1, in relation to the provision of TCPL Mainline Services. The Code sets parameters for transactions, information sharing and the sharing of services and resources which protect TCPL Mainline's customers against inappropriate inter-Affiliate behaviour and practices. These parameters also reflect the integrated nature of the TransCanada group of companies and businesses and allow TCPL and TCPL Mainline to engage in inter-Affiliate relationships and transactions to achieve operating efficiencies from economies of scale and scope in a manner that concords with the objectives of the Code.

1.2

Objectives of the Code

The principle objectives of the Code are:

- i) to create a clearly defined set of rules to enhance transparency, fairness and senior management accountability with respect to interactions between TCPL, TCPL Mainline and their Affiliates;
- ii) provide an environment in which inter-Affiliate economies and efficiencies can legitimately occur for the mutual advantage of TCPL Mainline's customers and TCPL shareholders;
- iii) develop support and respect for the Code by the employees, officers and directors of TCPL, which will in turn promote ratepayer confidence in the application of the Code; and
- iv) create regulatory processes and cost efficiencies through the consistent application of a clear set of standards and reporting requirements for transactions between TCPL, TCPL Mainline and their Affiliates, enhanced by a practical, resolution driven, dispute process.

1.3

Respect for the Code

TCPL is committed to upholding the spirit and intent of the Code and requires individuals to whom the Code applies to adhere to and respect it in providing TCPL Mainline Services.

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GENERAL PROVISIONS

2.1

Definitions

In this Code the following words and phrases shall have the following meanings:

a) **“Affiliate”** means with respect to TCPL Mainline or TCPL:

i)

an “affiliate” as defined in the CBCA;

ii)

a unit or division within TCPL or any Body Corporate referred to in clause (b)(i) above;

iii) a partnership, joint venture, or Person in which TCPL or any Body Corporate referred to in clause (b)(i) above has a controlling interest or that is otherwise subject to the control of TCPL or such Body Corporate, or that has or reasonably expects to have a commercial or operational arrangement with TCPL and TCPL or any Body Corporate referred to in clause (b)(i) above owns more than 10% of the votes necessary to elect directors;

iv) any partnership, joint venture, or Person deemed by the NEB to be an affiliate of TCPL Mainline or TCPL for the purposes of this Code; and

v)

an agent or other Person acting on behalf of any Body Corporate, unit, division, partnership, joint venture or Person referred to in clauses (b)(i) to (iv) above.

b) “Affiliated Party Transactions Summary” unless otherwise directed by the NEB, means in respect of any period of time, a summary overview of each type of business transaction or service performed by an Affiliate for TCPL Mainline or by TCPL Mainline for an Affiliate, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period.

c) **“Body Corporate”** means a “body corporate” as defined in the CBCA.

d) **“CBCA”** means the *Canada Business Corporations Act*.

e) **“Code”** means this TCPL Mainline Code of Conduct.

f) **“Compliance Officer”** shall have the meaning ascribed thereto in [section 7.3](#) hereof.

g) **“Compliance Plan”** shall mean the document to be prepared and updated by TCPL Mainline pursuant to [section 7.5](#) hereof.

g.1) **“Compliance Plan Committee”** means a committee which shall meet at least quarterly and be comprised of at least the following TCPL representatives:

- President, Pipelines Division;

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- Controller;

- Chief Compliance Officer; and

- Senior Vice-President, Canadian and Eastern US Pipelines.

- h) **“Compliance Report”** shall have the meaning ascribed thereto in [section 7.6](#) hereof.
- i) **“Confidential Information”** means any information relating to a specific customer or potential customer of TCPL Mainline, which information TCPL Mainline has obtained or compiled in the process of providing current or prospective TCPL Services and which is not otherwise available to the public.
- j) **“Cost Recovery Basis”** with respect to:
- i)
- the use by TCPL Mainline of an Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by TCPL Mainline, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
- ii)
- the use by TCPL Mainline of an Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period the equipment is utilized by TCPL Mainline;
- iii)
- the use by an Affiliate of TCPL Mainline’s equipment, means an allocated share of the capital and operating costs appropriate for the time period the equipment is utilized by the Affiliate;
- iv)
- the use by TCPL Mainline of an Affiliate’s services, means the complete costs of providing the services, determined in a manner acceptable to TCPL Mainline, acting prudently;
- v)
- the use by an Affiliate of TCPL Mainline’s services, means the complete costs of providing the services, determined in a manner acceptable to TCPL Mainline, acting prudently; and
- vi)
- the transfer of equipment, plant inventory, spare parts or similar assets between TCPL Mainline and a Regulated Affiliate, means the net book value of the transferred assets.
- k) **“Fair Market Value”** means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.
- l) **“For Profit Affiliate Service”** means any service, provided by TCPL on behalf of TCPL Mainline to an Affiliate, or by an Affiliate to TCPL on behalf of TCPL Mainline on a for-profit basis.
- m) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by TCPL Mainline relating to TCPL Mainline customers or TCPL Mainline operations.

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- n) **“NEB”** means the National Energy Board.
- o) **“Non-Executive Officer”** means an officer of TCPL who is not also a senior officer of TransCanada Corporation with an executive officer title.
- p) **“Non-Regulated Affiliate”** means an Affiliate that is not a [Regulated Affiliate](#).

- q) **“Occasional Services”** shall have the meaning ascribed thereto in section 3.3.6 hereof.
- r) **“Person”** means a “person” as defined in the CBCA.
- s) **“Regulated Affiliate”** means an Affiliate whose tolls and tariffs are regulated by the NEB, the Alberta Energy and Utilities Board or the Federal Energy Regulatory Commission.
- t) **“Services Agreement”** means an agreement entered into between TCPL and one or more Affiliates for the provision of [Shared Services](#) or For Profit Affiliate Services to or from TCPL Mainline and shall provide for the following matters as appropriate in the circumstances:
- i) the type, quantity and quality of service;
 - ii) pricing, allocation or cost recovery provisions;
 - iii) confidentiality arrangements;
 - iv) the apportionment of risk;
 - v) dispute resolution provisions; and
 - vi) a representation by TCPL and each Affiliate party to the agreement that the agreement complies with the Code.
- u) **“Shared Service”** means any service provided on a [Cost Recovery Basis](#) by TCPL on behalf of TCPL Mainline to an Affiliate or by an Affiliate to TCPL on behalf of TCPL Mainline.
- v) **“TCPL”** means TransCanada PipeLines Limited.
- w) **“TCPL Mainline”** means the TCPL line of business under which TCPL owns and operates a high pressure natural gas transmission system that extends from the Alberta border across Saskatchewan, Manitoba, Ontario, and through a portion of Quebec, and connects to various downstream Canadian and international pipelines.
- x) **“TCPL Mainline Service”** means a TCPL Mainline service, the terms and conditions of which are regulated by the NEB.

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2.2

Interpretation

Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or that provision of that document.

2.3

To Whom this Code Applies

TCPL Mainline is obligated to comply with this Code and all Affiliates of TCPL Mainline are obligated to comply with the Code to the extent they interact with TCPL Mainline.

2.4

Coming into Force

This Code comes into force 90 days after approval by the NEB, provided however that, to the extent existing agreements or arrangements are in place between parties to whom this Code applies that do not conform with this Code, such agreements or arrangements must be brought

into compliance with this Code within 60 days after this Code comes into force.

2.5

Amendments to this Code

This Code may be reviewed and amended from time to time by the NEB on its own initiative, or pursuant to a request by any party to whom this Code applies or by any interested party.

2.6

Exemptions

TCPL Mainline may apply to the NEB for an exemption with respect to compliance with any provision of this Code. Any such application will specify if the requested exemption is in respect of a particular transaction, series of transactions, for a specified period of time, or is for a general exemption from a particular provision.

2.7

Authority of the NEB

This Code does not detract from, reduce or modify in any way, the powers of the NEB to deny, vary, approve with conditions, or overturn, the terms of any transaction or arrangement between TCPL Mainline and one or more Affiliates that may be done in compliance with this Code. Compliance with the Code does not eliminate the requirement for specific NEB approvals or filings where required by statute, regulation, or by NEB decisions, orders or directions.

3

GOVERNANCE AND SEPARATION OF TCPL BUSINESS

3.1

Governance

3.1.1

Separate Operations

The commercial business and affairs of TCPL Mainline should be managed and conducted separately from the commercial business and affairs of its [Non-Regulated Affiliates](#), except as required to fulfill corporate governance, policy, and strategic direction responsibilities of a corporate group of businesses as a whole.

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3.1.2

Common Directors

TCPL may have common directors with its Affiliates.

3.1.3

Separate Management

TCPL Mainline must have a separate management team from its [Non-Regulated Affiliates](#). Subject to Section 3.1.4 hereof, TCPL must have separate officers from TCPL Mainline's Non-Regulated Affiliates. However, TCPL Mainline may share management team members, and TCPL may share officers, with other Regulated Affiliates of TCPL Mainline.

3.1.4

Separate Management Exception

Officers of TCPL may also be officers of any Affiliate, as may be required to perform corporate governance, policy and strategic direction responsibilities of an affiliated group of businesses. However, this exception shall not allow a Non-Executive Officer in a commercial or operational

role to be an officer of a Non-Regulated Affiliate that has or reasonably expects to have commercial or operational arrangements with TCPL Mainline.

3.1.5

Guiding Principle

Notwithstanding sections 3.1.2, 3.1.3 and 3.1.4 hereof, an individual shall not act both as a director, or officer of TCPL, or a member of a management team of TCPL Mainline, and as a director, or officer, or member of a management team of any other Affiliate (thereby acting in a dual capacity) unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the spirit and intent, of this Code. In particular, an individual:

(a) shall not agree to act in a dual capacity if the individual, acting reasonably, determines that acting in a dual capacity could be detrimental to the interests of customers of TCPL Mainline; and

(b) if acting in a dual capacity, shall abstain from engaging in any activity that the individual acting reasonably, determines could be detrimental to the interests of customers of TCPL Mainline.

3.2

Degree of Separation

3.2.1

Accounting Separation

TCPL shall ensure accounting separation of TCPL Mainline from all [Affiliates](#) and shall maintain separately identifiable financial records and books of accounts.

3.2.2

Separation of Information Services

Where TCPL Mainline shares [Information Services](#) with a Non-Regulated Affiliate, all [Confidential Information](#) must be protected from unauthorized access by the Non-Regulated Affiliate. Access to TCPL Mainline's Information Services shall include appropriate computer data management and data access protocols as well as contractual provisions regarding the

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breach of any access protocols. Compliance with the access protocols shall be periodically confirmed by TCPL Mainline.

3.2.3

Financial Transactions with Affiliates

TCPL shall ensure that any loan, investment, or other financial support provided by TCPL Mainline to a Non-Regulated Affiliate is provided on terms no more favorable than what that Non-Regulated Affiliate would be able to obtain as a stand-alone entity from the capital markets.

3.2.4

Physical Separation

TCPL Mainline shall put appropriate measures in place to restrict physical access of representatives with commercial responsibilities for Non-Regulated Affiliates to Confidential Information.

3.3

Resource Sharing

3.3.1

Sharing of Assets

The operational plant, assets and equipment of TCPL Mainline shall be separately identifiable from the operation plant, assets and equipment of other TCPL lines of business and separated in ownership from the operational plant, assets and equipment of other Non-Regulated Affiliates.

3.3.2

Shared Services Permitted

Where TCPL determines it is prudent in operating TCPL Mainline's business to do so, it may obtain [Shared Services](#) from, or provide Shared Services to, an Affiliate. TCPL shall periodically review the prudence of continuing Shared Services arrangements with a view to making any necessary adjustments to ensure that each of TCPL Mainline and its Affiliates bears its proportionate share of costs.

3.3.3

Services Agreement

TCPL shall enter into a [Services Agreement](#) with respect to any Shared Services it provides to, or acquires from, an Affiliate for the operation of TCPL Mainline.

3.3.4

Sharing of Employees

3.3.4.1 TCPL Mainline and its Affiliates

Subject to section 3.3.4.2 hereof, TCPL Mainline may share employees with an Affiliate on a Cost Recovery Basis, provided that the employees to be shared are able to carry out their responsibilities in a manner that preserves the form, spirit and intent of this Code. In particular, an employee:

- (a) shall not be shared if it could reasonably be considered detrimental to the interests of TCPL Mainline's customers, and
- (b) if being shared, shall abstain from engaging in any activity that could reasonably be considered detrimental to the interests of TCPL Mainline's customers.

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3.3.4.2 Employees That May Not Be Shared

TCPL Mainline may not share employees with a Non-Regulated [Affiliate](#) that:

- (a) routinely participate in making decisions with respect to the provision of TCPL Mainline Services or how TCPL Mainline Services are delivered;
- (b) routinely deal with or have direct contact with customers of TCPL Mainline; and
- (c) are routinely involved in commercial management of the business of TCPL Mainline.

3.3.5

Occasional Services Permitted

Where TCPL Mainline has otherwise acted prudently, it may receive, or provide, one-off, infrequent or occasional services ("Occasional Services") to, or from, an Affiliate on a [Cost Recovery Basis](#), documented by way of work order, purchase order or similar instrument. In the event that occasional services become material as to value, frequency or use of resources, TCPL shall enter into [a Services Agreement](#) with the Affiliate for Shared Services.

3.3.6

Emergency Services Permitted

In the event of an emergency, TCPL Mainline may share services and resources with an Affiliate

without a Services Agreement on a Cost Recovery Basis.

4

TRANSFER PRICING

4.1

For Profit Affiliate Services

Where TCPL determines it is prudent in operating TCPL Mainline's business to do so, it may obtain [For Profit Affiliate Services](#) from an Affiliate or provide For Profit Affiliate Services to an Affiliate.

If TCPL intends to outsource to an Affiliate a service it presently provides for TCPL Mainline, TCPL shall, in addition to any other analysis it may require to demonstrate the prudence of a For Profit Affiliate Services arrangement, undertake a net present value analysis appropriate to the life cycle or operating cycle of the services involved.

TCPL shall periodically review the prudence of continuing [For Profit Affiliate Services](#) arrangements.

4.2

Pricing For Profit Affiliate Services

4.2.1

TCPL Acquires For Profit Affiliate Service

When TCPL acquires For [Profit Affiliate Services](#) it shall pay no more than the Fair Market [Value](#) of such services. The onus is on TCPL to demonstrate that the For Profit Affiliate Services have been acquired at a price that is no more than the Fair Market Value of such services.

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4.2.2

TCPL Provides For Profit Affiliate Service

When TCPL provides For [Profit Affiliate Services](#), it shall not charge less than the Fair Market [Value](#) of such services. The onus is on TCPL to demonstrate that the For Profit Affiliate Services have been charged at a price that is not less than the Fair Market Value of such services.

4.3

Services Agreement

TCPL shall enter into a [Services Agreement](#) with respect to any For Profit Affiliate Services it acquires or provides for the operation of TCPL Mainline.

4.4

Asset Transfers

Assets transferred, mortgaged, leased or otherwise disposed of by TCPL Mainline to a Non-Regulated Affiliate shall be at [Fair Market Value](#).

4.5

Determination of Fair Market Value

In demonstrating that Fair Market Value was paid or received pursuant to a [For Profit Affiliate Service](#) arrangement or a transaction contemplated by sections 4.1, 4.2 and 4.4 hereof, TCPL Mainline, subject to any prior or contrary direction by the NEB, may utilize any method to determine [Fair Market Value](#) that it believes appropriate in the circumstances. These methods may include, without limitation: competitive tendering, competitive quotes, bench-marking studies, catalogue pricing, replacement cost comparisons or recent market transactions. TCPL

Mainline shall bear the onus of demonstrating that the methodology or methodologies utilized in determining the Fair Market Value of the subject goods or services was appropriate in the circumstances.

4.6

Asset Transfers Between TCPL Mainline and Regulated Affiliates

Where operational efficiencies between TCPL Mainline and Regulated Affiliates can be obtained through the use of common facilities (such as shared warehousing or field offices), combined purchasing power or through the use of other cost saving procedures, individual assets or groups of assets used in TCPL Mainline's and Regulated Affiliates' operations (such as equipment, plant inventory, spare parts or similar assets) may be transferred in the ordinary course of business between [TCPL](#) Mainline and Regulated Affiliates at net book value or other reasonable standard acceptable to the Board. All such transactions shall be properly accounted for on the books of TCPL.

5

EQUAL TREATMENT WITH RESPECT TO TCPL MAINLINE SERVICES

5.1

Impartial Application of Tariff

TCPL Mainline shall apply and enforce all tariff provisions relating to TCPL Mainline Services impartially, in the same timeframe, and without preference in relation to its Affiliates and all other customers or prospective customers.

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5.2

Equal Access

TCPL Mainline shall not favor any Affiliate with respect to access to information concerning TCPL Mainline Services or with respect to the obtaining of, or the scheduling of, TCPL Mainline Services. Requests by an Affiliate or an Affiliate's customers for access to TCPL Services shall be processed and provided in the same manner as would be processed or provided for other customers or prospective customers of TCPL Mainline.

5.3

No Undue Influence

TCPL Mainline shall not condition or otherwise tie the receipt of TCPL Mainline Services to a requirement that a customer must also deal with an Affiliate. TCPL Mainline shall ensure that its representatives do not, explicitly or by implication, suggest that an advantage will accrue to a customer in dealing with TCPL Mainline if the customer also deals with an Affiliate of TCPL Mainline.

5.4

Affiliate Activities

TCPL Mainline shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favored treatment or preferential access to [TCPL](#) Mainline Services. If TCPL Mainline becomes aware of any such inappropriate activity by an Affiliate, it shall:

- (a) immediately take reasonable steps to notify affected customers of the violation;
- (b) take necessary steps to ensure the Affiliate is aware of the concern; and

(c) inform the NEB in writing of such activity and the remedial measures that were undertaken by TCPL Mainline.

5.5

Access to Shared and Occasional Services

TCPL Mainline is not required to provide non-Affiliated parties with equal access to [Shared Services](#) or Occasional Services.

6

CONFIDENTIALITY OF INFORMATION

6.1

TCPL Mainline Information

Subject to section 6.2 hereof, TCPL Mainline shall not provide Non-Regulated Affiliates with information relating to the planning, operations, finances or strategy of TCPL Mainline before such information is publicly available.

6.2

Management Exception

Officers of TCPL who are also officers of an Affiliate as permitted pursuant to [section 3.1.4](#) hereof may disclose, subject to the provisions of [section 3.1.5](#) hereof, TCPL Mainline planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with

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respect to corporate governance, policy and strategic direction of an affiliated group of businesses, but only to the extent necessary and not for any other purpose.

6.3

No Release of Confidential Information

Subject to section 6.5, TCPL Mainline shall not release to an Affiliate [Confidential Information](#) relating to a customer or prospective customer, without receiving the prior written consent of the customer or prospective customer, unless such Confidential Information may be disclosed to an Affiliate in connection with a disclosure required:

- (a) for the purpose of a court proceeding or a proceeding before a quasi-judicial body to which the customer is a party;
- (b) for the purpose of complying with a subpoena, warrant, or order issued or made by a court, person or body having jurisdiction to compel the production of information or with a rule of court that relates to the production of information;
- (c) to a municipal or provincial police service for the purpose of investigating an offence involving the customer, if the disclosure is not contrary to the express request of the customer;
- (d) by law or by an order of a government or agency having jurisdiction over TCPL Mainline; or
- (e) for the purpose of providing [Shared Services](#) or For Profit Affiliate Services to the Affiliate or for the purpose of receiving Shared Services or For Profit Affiliate Services from the Affiliate; provided appropriate measures are first put in place by the Affiliate to protect the [Confidential Information](#) and the Confidential Information is used by the Affiliate only for the purpose intended by TCPL Mainline.

6.4

Aggregated Confidential Information

TCPL Mainline may disclose [Confidential Information](#) when aggregated with the Confidential Information of other customers in such a manner that an individual customer's Confidential Information can not be identified.

6.5

Release of Confidential Information to Regulated Affiliates

TCPL Mainline may release Confidential Information on an as-needed basis, to a Regulated Affiliate that is operated by the same entity that operates TCPL Mainline, or is operated by any Affiliate of TCPL Mainline, provided that the Regulated Affiliate does not release the Confidential Information to any other entity without receiving the prior written consent of the customer.

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7

COMPLIANCE MEASURES

7.1

Responsibility for Compliance

TCPL Mainline shall be responsible for ensuring compliance with this Code.

7.2

Communication of Code

TCPL Mainline shall:

- (a) communicate the contents of the Code, and any modifications to it from time to time, to each of its directors, officers, employees, consultants, contractors, agents and Affiliates; and
- (b) make the Code available on TCPL's web site.

7.3

Compliance Officer

TCPL shall appoint a compliance officer (the "[Compliance Officer](#)"). TCPL shall ensure that the Compliance Officer is an officer of TCPL and has adequate resources to fulfill his or her responsibilities.

7.4

Responsibilities of the Compliance Officer

The responsibilities of the Compliance Officer shall include:

- (a) providing advice and information to TCPL Mainline for the purpose of ensuring compliance with this Code;
- (b) monitoring and documenting compliance with the Code by TCPL, TCPL Mainline, and as applicable, their directors, officers, representatives, consultants, contractors and agents;
- (c) monitoring and documenting compliance with the Code by Affiliates of TCPL Mainline with respect to the interactions of the Affiliates with TCPL Mainline;
- (d) providing for the preparation and updating, of a Compliance Plan for TCPL Mainline pursuant to Section 7.5 hereof;
- (e) filing the Compliance Plan and any modifications or replacements with the NEB, posting the Compliance Plan on the TCPL's website, and advising interested parties promptly

when the Compliance Plan, or any modifications or replacements, have been posted on the website;

(f) performing an annual review of compliance with the Compliance Plan and preparing an annual compliance report (“Compliance Report”) containing the information required in section 7.6 hereof. The Compliance Officer shall file the Compliance Report with the NEB within 120 days of the fiscal year end of TCPL with respect to the immediately preceding fiscal year, post the Compliance Report on TCPL’s website, and advise interested parties promptly when the Compliance Report has been posted on the website;

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(g) receiving and investigating internal and external disputes, complaints and inquiries with respect to the application of, and alleged non-compliance, with the Code in accordance with Section 8 hereof;

(h) recommending to TCPL Mainline measures required to address events of non-compliance with the Code; and

(i) maintaining adequate records with respect to all aspects of the Compliance Officer’s responsibility.

7.5

The Compliance Plan

TCPL Mainline shall prepare a [Compliance Plan](#). The Compliance Plan shall detail the measures, policies, procedures and monitoring mechanisms that TCPL Mainline will employ to ensure its full compliance with the provisions of the Code by TCPL, TCPL Mainline, and as applicable, their directors, officers, representatives, consultants, contractors and agents, and by Affiliates of TCPL Mainline with respect to the interactions of the Affiliates with TCPL Mainline. TCPL Mainline shall review and update the Compliance Plan at least annually.

7.5.1

Responsibilities of the Compliance Plan Committee

The Compliance Plan Committee will meet at least quarterly, and will discharge its responsibilities as set out in the Compliance Plan by:

(a) receiving and reviewing the documentation including the certificates and reports as required by the Compliance Plan;

(b) making appropriate inquiries as to the sufficiency of the aforementioned certificates and reports;

(c) making appropriate recommendations regarding the sufficiency of the processes and mechanisms intended to maintain compliance as set out in the Compliance Plan;

(d) identifying any instances of non-compliance as set out in the Compliance Plan and ensuring that any such instance is treated as an inquiry under the Code (see Section 8).

7.6

The Compliance Report

The Compliance Report shall include the following information prepared in respect to the period of time covered by the Compliance Report:

(a) a copy of the Compliance Plan and any amendments thereto;

(b) a corporate organization chart for TCPL and its Affiliates indicating relationships and ownership percentages;

(c) a list of all Affiliates with whom TCPL Mainline transacted business, including business addresses, a list of the Affiliates' officers and directors, and a description of the Affiliates' business activities;

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- (d) a list of [all Services Agreements](#) in effect at any time during such period;
- (e) an overall assessment of compliance with the Code by TCPL and TCPL Mainline, including as applicable compliance by the directors, officers, representatives, consultants, contractors and agents of TCPL and TCPL Mainline, and by Affiliates of TCPL Mainline with respect to the interactions of the Affiliates with TCPL Mainline;
- (f) an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications thereto;
- (g) in the event of any material non-compliance with the Code, a comprehensive description thereof and an explanation of all steps taken to correct such non-compliance;
- (h) subject to the confidentiality provisions of [section 8.1](#) hereof, a summary of disputes, complaints and inquiry activity during the year;
- (i) an [Affiliated Party Transactions Summary](#);
- (j) a summary list of any exemptions granted to this Code or exceptions utilized, including the exception for emergency services; and
- (k) two certificates, each in the form attached as [Schedule "A"](#) attached to this Code, attesting to completeness of the Compliance Report and compliance with the Code, one certificate signed by the Compliance Officer and a second certificate signed by the highest ranking operating officer of TCPL.

7.7

Documents to be Provided to the NEB upon Request

If required by the NEB, TCPL Mainline shall provide the NEB with a copy of any document referred to in a Compliance Report or other supporting records and material.

7.8

Compliance Records and Audit

The records required to be maintained by the Compliance Officer pursuant to section 7.4(i) hereof shall be retained for a period of at least six years. Compliance records shall be maintained in a manner sufficient to support a third party audit of the state of compliance with the Code by TCPL and TCPL Mainline, and as applicable, their directors, officers, representatives, consultants, contractors and agents, and by Affiliates of TCPL Mainline with respect to the interactions of the Affiliates with TCPL Mainline. Subject to the confidentiality provisions of section 8.1 hereof, all such records shall be made available for inspection or audit as may be required by the NEB from time to time.

8

DISPUTES, COMPLAINTS AND INQUIRIES

8.1

Filing with the Compliance Officer

Disputes, complaints or inquiries from within TCPL Mainline, or from external parties respecting the application of, or alleged non-compliance with, the Code shall be submitted in writing to the Compliance Officer and may be made confidentially. The identity of the party

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making the submission to the Compliance Officer shall be kept confidential by the Compliance Officer unless the party otherwise agrees.

8.2**Processing by TCPL Mainline****8.2.1****Compliance Officer Acknowledgment**

The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing within five working days of receipt.

8.2.2**Disposition**

The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of TCPL Mainline to the issues identified in the submission. TCPL Mainline's final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

8.3**Referral to the NEB**

In the event:

- (a) TCPL Mainline fails to abide by the process identified in section 8.2 hereof,
- (b) TCPL Mainline or a party is unsatisfied with the resolution of a dispute, complaint or inquiry following the conclusion of the section 8.2 process, or
- (c) of an urgent and significant matter, where there is a reasonable expectation that a party's position may be prejudiced by allowing the process contemplated by section 8.2 to operate,

TCPL Mainline (subject to the confidentiality provisions of section 8.1 hereof) or a party with a dispute, complaint or inquiry may refer the matter to the NEB for consideration. A referral to the NEB must be in writing and shall describe the dispute, complaint, or inquiry and must include the response, if any, of TCPL Mainline to the submission.

9**NON-COMPLIANCE WITH THE CODE****9.1****Non-Compliance**

Any non-compliance with the Code by any director, officer, employee, consultant, contractor or agent of TCPL or TCPL Mainline, as applicable, or by an Affiliate (or any director, officer, employee, consultant, contractor or agent of an Affiliate) with respect to the interactions of the Affiliate with TCPL Mainline will be considered to be non-compliance by TCPL Mainline.

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9.2

Consequences for Non-Compliance with Code

Non-compliance with the Code by TCPL Mainline shall subject TCPL Mainline to the full range of powers and authorities of the NEB. Non-compliance with the Code by a director, officer, employee, consultant, contractor or agent of TCPL or TCPL Mainline, as applicable, may subject such individual to disciplinary action by TCPL.

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SCHEDULE A – OFFICERS CERTIFICATE

OFFICER’S CERTIFICATE

To: The National Energy Board

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of TransCanada PipeLines Limited and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with TCPL is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the TCPL Mainline Code of Conduct (the Code).
3. I have read the Code, the Compliance Plan of TCPL Mainline dated _____ and the Compliance Report of TCPL Mainline dated _____.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of TCPL or TCPL Mainline, as applicable, or by any Affiliate of TCPL Mainline (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to the any interaction between an Affiliate and TCPL Mainline that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

CRESCENT POINT RESOURCES PARTNERSHIP
RESPONSES TO NEB INFORMATION REQUESTS NO. 2
May 9, 2018

APPENDIX “B”

NOVA GAS TRANSMISSION LTD.

CODE OF CONDUCT

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NOVA GAS TRANSMISSION LTD.

CODE OF CONDUCT

1 PURPOSE AND OBJECTIVES OF THE CODE

1.1 Purpose of the Code

The purpose of this Code is to establish standards and conditions for interaction between NGTL and its Affiliates.

This Code sets parameters for transactions, information sharing and the sharing of services and resources, while permitting economies of scale and operating efficiencies. These parameters are intended to:

- i) prevent NGTL from cross-subsidizing Affiliate activities;
- ii) protect confidential customer information collected by NGTL in the course of providing NGTL services;
- iii) ensure Affiliates and their customers do not have preferential access to NGTL services; and
- iv) avoid uncompetitive practices between NGTL and its Affiliates, which may be detrimental to the interests of NGTL's customers.

1.2 Objectives of Code

While the overall purpose of the Code is to establish standards and parameters that prohibit inappropriate Affiliate conduct, preferences or advantages, which may adversely impact the customers of regulated businesses, this purpose reflects several important underlying objectives, including:

- i) creating a clearly defined set of rules designed to enhance transparency, fairness and senior management accountability with respect to interactions between NGTL and its Affiliates;
- ii) providing an environment in which inter-affiliate economies and efficiencies can legitimately occur for the mutual advantage of both NGTL's customers and its shareholders;
- iii) developing support and respect for the Code by the employees, officers and directors of the TransCanada group of companies, which will in turn promote ratepayer confidence in the application of the Code; and
- iv) the creation of regulatory processes and cost efficiencies through the consistent application of a clear set of standards and reporting requirements for transactions between NGTL and its Affiliates, enhanced by a practical, resolution driven, dispute process.

1.3 Respect for the Code

Standards and rules alone, however, will always be insufficient to achieve the objectives of this Code. These objectives can only be fully realized through a demonstrated respect for the spirit and intent behind the words by those individuals to whom the Code applies.

1.4 Application

This Code does not replace or modify in any manner, any statutory or regulatory requirements relating to NGTL.

2 General Provisions

2.1 Definitions

In this Code the following words and phrases shall have the following meanings:

- a) **“ABCA”** means the *Business Corporations Act*, R.S.A. 2000, c. B-9.
- b) **“Affiliate”** means with respect to NGTL:
 - i) an “affiliate” as defined in the ABCA;
 - ii) a unit or division within NGTL or any Body Corporate referred to in clause (b)(i) above;
 - iii) a partnership, joint venture, or Person in which NGTL or any Body Corporate referred to in clause (b)(i) above has a controlling interest or that is otherwise subject to the control of NGTL or such Body Corporate, or that has or reasonably expects to have a commercial or operational arrangement with NGTL and NGTL or any Body Corporate referred to in clause (b)(i) above owns more than 10% of the votes necessary to elect directors;
 - iv) any partnership, joint venture, or Person deemed by the EUB to be an affiliate of NGTL for the purposes of this Code; and
 - v) an agent or other Person acting on behalf of any Body Corporate, unit, division, partnership, joint venture or Person referred to in clauses (b)(i) to (iv) above.
- c) **“Affiliated Party Transactions Summary”** unless otherwise directed by the EUB, means in respect of any period of time, a summary overview of each type of business transaction or service, other than [Major Transactions](#) or [Utility Services](#), performed by an Affiliate for NGTL or by NGTL for an Affiliate, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period
- d) **“Body Corporate”** means a “body corporate” as defined in the ABCA.
- e) **“Code”** means this NGTL Code of Conduct.
- f) **“Compliance Officer”** shall have the meaning ascribed thereto in section 7.3 hereof.

- g) **“Compliance Plan”** shall mean the document to be prepared and updated by NGTL pursuant to section 7.5 hereof.
- h) **“Compliance Report”** shall have the meaning ascribed thereto in section 7.6 hereof.
- i) **“Confidential Information”** means any information relating to a specific customer or potential customer of NGTL, which information NGTL has obtained or compiled in the process of providing current or prospective NGTL Services and which is not otherwise available to the public.
- j) **“Cost Recovery Basis”** with respect to:
 - i) the use by NGTL of an Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by NGTL, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
 - ii) the use by NGTL of an Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period the equipment is utilized by NGTL;
 - iii) the use by an Affiliate of NGTL’s equipment, means an allocated share of the capital and operating costs appropriate for the time period the equipment is utilized by the Affiliate;
 - iv) the use by NGTL of an Affiliate’s services, means the complete costs of providing the services, determined in a manner acceptable to NGTL, acting prudently;
 - v) the use by an Affiliate of NGTL’s services, means the complete costs of providing the services, determined in a manner acceptable to NGTL, acting prudently; and
 - vi) the transfer of equipment, plant inventory, spare parts or similar assets between NGTL and a Regulated Affiliate, means the net book value of the transferred assets.
- k) **“EUB”** means the Alberta Energy and Utilities Board.
- l) **“Fair Market Value”** means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.
- m) **“For Profit Affiliate Service”** means any service, provided by NGTL to an Affiliate, or by an Affiliate to NGTL on a for-profit basis.
- n) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by NGTL relating to NGTL customers or NGTL operations.
- o) **“Major Transactions”** means a transaction or series of related transactions within a calendar year between NGTL and an Affiliate relating to the sale or purchase of an asset(s) or to the provision of a service or a similar group of services, other than [Utility Services](#), which has an aggregate value within that calendar year of \$500,000 or more.
- p) **“NGTL”** means NOVA Gas Transmission Ltd.

- q) **“NGTL Service”** means a service, the terms and conditions of which are regulated by the EUB.
- r) **“Non-Executive Officer”** means an officer of NGTL who is not also a senior officer of TransCanada Corporation with an executive officer title.
- s) **“Non-Regulated Affiliate”** means an Affiliate that is not a Regulated Affiliate.
- t) **“Occasional Services”** shall have the meaning ascribed thereto in section 3.3.6 hereof.
- u) **“Person”** means a “person” as defined in the ABCA.
- v) **“Regulated Affiliate”** means an Affiliate whose tolls and tariffs are regulated by the EUB, the National Energy Board or the Federal Energy Regulatory Commission.
- w) **“Services Agreement”** means an agreement entered into between NGTL and one or more Affiliates for the provision of Shared Services or For Profit Affiliate Services and shall provide for the following matters as appropriate in the circumstances:
 - i) the type, quantity and quality of service;
 - ii) pricing, allocation or cost recovery provisions;
 - iii) confidentiality arrangements;
 - iv) the apportionment of risk;
 - v) dispute resolution provisions; and
 - vi) a representation by NGTL and each Affiliate party to the agreement that the agreement complies with the Code.
- x) **“Shared Service”** means any service provided on a Cost Recovery Basis by NGTL to an Affiliate or by an Affiliate to NGTL.
- y) **“Subsidiary”** shall have the meaning ascribed thereto in section 2(4) of the ABCA.
- z) **“Utility Service”** means a service, the terms and conditions of which are regulated by the EUB, and includes services for which an individual rate, joint rate, toll, fare, charge or schedule of them, have been approved by the EUB.

2.2 Interpretation

Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or that provision of that document.

2.3 To Whom this Code Applies

NGTL is obligated to comply with this Code and all Affiliates of NGTL are obligated to comply with the Code to the extent they interact with NGTL.

2.4 Coming into Force

This Code comes into force 90 days after approval by the Board, provided however that, to the extent existing agreements or arrangements are in place between parties to whom this Code applies that do not conform with this Code, such agreements or arrangements must be brought into compliance with this Code within 60 days after this Code comes into force.

2.5 Amendments to this Code

This Code may be reviewed and amended from time to time by the EUB on its own initiative, or pursuant to a request by any party to whom this Code applies or by any interested party.

2.6 Exemptions

NGTL may apply to the EUB for an exemption with respect to compliance with any provision of this Code. Any such application will specify if the requested exemption is in respect of a particular transaction, series of transactions, for a specified period of time, or is for a general exemption from a particular provision.

2.7 Authority of the EUB

This Code does not detract from, reduce or modify in any way, the powers of the EUB to deny, vary, approve with conditions, or overturn, the terms of any transaction or arrangement between NGTL and one or more Affiliates that may be done in compliance with this Code. Compliance with the Code does not eliminate the requirement for specific EUB approvals or filings where required by statute, regulation, or by EUB decisions, orders or directions.

3 GOVERNANCE AND SEPARATION OF NGTL BUSINESS

3.1 Governance

3.1.1 Separate Operations

The commercial business and affairs of NGTL should be managed and conducted separately from the commercial business and affairs of its Non-Regulated Affiliates, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of a corporate group of businesses as a whole.

3.1.2 Common Directors

NGTL may have common directors with its Affiliates.

3.1.3 Separate Management

Subject to section 3.1.4 hereof, NGTL must have a separate management team and separate officers from its Non-Regulated Affiliates, but may share management team members or officers with other Regulated Affiliates.

3.1.4 Separate Management Exception

Officers of NGTL may also be officers of any Affiliate, as may be required to perform corporate governance, policy and strategic direction responsibilities of an affiliated group of businesses.

However, this exception shall not allow a Non-Executive Officer in a commercial or operational role to be an officer of a Non-Regulated Affiliate that has or reasonably expects to have commercial or operational arrangements with NGTL.

3.1.5 Guiding Principle

Notwithstanding sections 3.1.2, 3.1.3 and 3.1.4 hereof, an individual shall not act both as a director, officer or member of a management team of NGTL and as a director, officer or member of a management team of any other Affiliate (thereby acting in a dual capacity) unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the spirit and intent, of this Code. In particular, an individual:

- (a) shall not agree to act in a dual capacity if it could reasonably be considered to be detrimental to the interests of customers of NGTL, and
- (b) if acting in a dual capacity, shall abstain from engaging in any activity that could reasonably be considered to be detrimental to the interests of customers of NGTL

3.2 Degree of Separation

3.2.1 Accounting Separation

NGTL shall ensure accounting separation from all Affiliates and shall maintain separate financial records and books of accounts.

3.2.2 Separation of Information Services

Where NGTL shares [Information Services](#) with a Non-Regulated Affiliate, all [Confidential Information](#) must be protected from unauthorized access by the Non-Regulated Affiliate. Access to NGTL's Information Services shall include appropriate computer data management and data access protocols as well as contractual provisions regarding the breach of any access protocols. Compliance with the access protocols shall be periodically confirmed by NGTL, through a review that complies with the provisions of the Canadian Institute of Chartered Accountants Handbook and updates thereto.

3.2.3 Financial Transactions with Affiliates

NGTL shall ensure that any loan, investment, or other financial support provided to a Non-Regulated Affiliate is provided on terms no more favorable than what that Non-Regulated Affiliate would be able to obtain as a stand-alone entity from the capital markets.

3.2.4 Physical Separation

NGTL shall put appropriate measures in place to restrict physical access of representatives with commercial responsibilities for Non-Regulated Affiliates to Confidential Information.

3.3 Resource Sharing

3.3.1 Sharing of Assets

The operational plant, assets and equipment of NGTL shall be separated in ownership from the operational plant, assets and equipment of other Non-Regulated Affiliates.

3.3.2 Shared Services Permitted

Where NGTL determines it is prudent in operating NGTL's business to do so, it may obtain Shared Services from, or provide Shared Services to, an Affiliate. NGTL shall periodically review the prudence of continuing Shared Services arrangements with a view to making any necessary adjustments to ensure that each of NGTL and its Affiliates bears its proportionate share of costs.

3.3.3 Services Agreement

NGTL shall enter into a Services Agreement with respect to any Shared Services it provides to, or acquires from, an Affiliate.

3.3.4 Sharing of Employees

3.3.4.1 NGTL and its Affiliates

Subject to section 3.3.4.2 hereof, NGTL may share representatives with an Affiliate on a Cost Recovery Basis, provided that the representatives to be shared are able to carry out their responsibilities in a manner that preserves the form, spirit and intent of this Code. In particular, a representative:

- (a) shall not be shared if it could reasonably be considered detrimental to the interests of NGTL's customers, and
- (b) if being shared, shall abstain from engaging in any activity that could reasonably be considered detrimental to the interests of NGTL's customers.

3.3.4.2 Employees That May Not Be Shared

NGTL may not share representatives with a Non-Regulated Affiliate that:

- (a) routinely participate in making decisions with respect to the provision of NGTL Services or how NGTL Services are delivered;
- (b) routinely deal with or have direct contact with customers of NGTL; and
- (c) are routinely involved in commercial management of the business of NGTL.

3.3.5 Transferring of Representatives

NGTL may transfer representatives to or from an Affiliate, provided any representative transferred by NGTL who had access to [Confidential Information](#) shall execute a confidentiality agreement with respect to such Confidential Information prior to the transfer.

3.3.6 Occasional Services Permitted

Where NGTL has otherwise acted prudently, it may receive, or provide, one-off, infrequent or occasional services ("Occasional Services") to, or from, an Affiliate on a Cost Recovery Basis, documented by way of work order, purchase order or similar instrument. In the event that occasional services become material as to value, frequency or use of resources, NGTL shall enter into a Services Agreement with the Affiliate for Shared Services.

3.3.7 Emergency Services Permitted

In the event of an emergency, NGTL may share services and resources with an Affiliate without a Services Agreement on a Cost Recovery Basis.

4 TRANSFER PRICING

4.1 For Profit Affiliate Services

Where NGTL determines it is prudent in operating its business to do so, it may obtain For Profit Affiliate Services from an Affiliate or provide For Profit Affiliate Services to an Affiliate.

If NGTL intends to outsource to an Affiliate a service it presently provides for itself, NGTL shall, in addition to any other analysis it may require to demonstrate the prudence of a For Profit Affiliate Services arrangement, undertake a net present value analysis appropriate to the life cycle or operating cycle of the services involved.

NGTL shall periodically review the prudence of continuing For Profit Affiliate Services arrangements.

4.2 Pricing For Profit Affiliate Services

4.2.1 NGTL Acquires For Profit Affiliate Service

When NGTL acquires For Profit Affiliate Services it shall pay no more than the Fair Market Value of such services. The onus is on NGTL to demonstrate that the For Profit Affiliate Services have been acquired at a price that is no more than the Fair Market Value of such services.

4.2.2 NGTL Provides For Profit Affiliate Service

When NGTL provides For Profit Affiliate Services, it shall not charge less than the Fair Market Value of such services. The onus is on NGTL to demonstrate that the For Profit Affiliate Services have been charged at a price that is not less than the Fair Market Value of such services.

4.3 Services Agreement

NGTL shall enter into a Services Agreement with respect to any For Profit Affiliate Services it acquires or provides.

4.4 Asset Transfers

Assets transferred, mortgaged, leased or otherwise disposed of by NGTL to a Non-Regulated Affiliate shall be at Fair Market Value.

4.5 Determination of Fair Market Value

In demonstrating that Fair Market Value was paid or received pursuant to a For Profit Affiliate Service arrangement or a transaction contemplated by sections 4.1, 4.2 and 4.4 hereof, NGTL, subject to any prior or contrary direction by the EUB, may utilize any method to determine Fair Market Value that it believes appropriate in the circumstances. These methods may include, without limitation: competitive tendering, competitive quotes, bench-marking studies, catalogue

pricing, replacement cost comparisons or recent market transactions. NGTL shall bear the onus of demonstrating that the methodology or methodologies utilized in determining the Fair Market Value of the subject goods or services was appropriate in the circumstances.

4.6 Asset Transfers Between NGTL and Regulated Affiliates

Where operational efficiencies between NGTL and Regulated Affiliates can be obtained through the use of common facilities (such as shared warehousing or field offices), combined purchasing power or through the use of other cost saving procedures, individual assets or groups of assets used in NGTL's and Regulated Affiliates' operations (such as equipment, plant inventory, spare parts or similar assets) may be transferred in the ordinary course of business between NGTL and Regulated Affiliates at net book value or other reasonable standard acceptable to the Board. All such transactions shall be properly accounted for on the books of NGTL.

5 EQUAL TREATMENT WITH RESPECT TO NGTL SERVICES

5.1 Impartial Application of Tariff

NGTL shall apply and enforce all tariff provisions relating to NGTL Services impartially, in the same timeframe, and without preference in relation to its Affiliates and all other customers or prospective customers.

5.2 Equal Access

NGTL shall not favor any Affiliate with respect to access to information concerning NGTL Services or with respect to the obtaining of, or the scheduling of, NGTL Services. Requests by an Affiliate or an Affiliate's customers for access to NGTL Services shall be processed and provided in the same manner as would be processed or provided for other customers or prospective customers of NGTL.

5.3 No Undue Influence

NGTL shall not condition or otherwise tie the receipt of NGTL Services to a requirement that a customer must also deal with an Affiliate. NGTL shall ensure that its representatives do not, explicitly or by implication, suggest that an advantage will accrue to a customer in dealing with NGTL if the customer also deals with an Affiliate of NGTL.

5.4 Affiliate Activities

NGTL shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favored treatment or preferential access to NGTL Services. If NGTL becomes aware of any such inappropriate activity by an Affiliate, it shall:

- (a) immediately take reasonable steps to notify affected customers of the violation;
- (b) take necessary steps to ensure the Affiliate is aware of the concern; and
- (c) inform the EUB in writing of such activity and the remedial measures that were undertaken by NGTL.

5.5 Access to Shared and Occasional Services

NGTL is not required to provide non-Affiliated parties with equal access to Shared Services or Occasional Services.

6 CONFIDENTIALITY OF INFORMATION

6.1 NGTL Information

Subject to section 6.2 hereof, NGTL shall not provide Non-Regulated Affiliates with information relating to the planning, operations, finances or strategy of NGTL before such information is publicly available.

6.2 Management Exception

Officers of NGTL who are also officers of an Affiliate as permitted pursuant to section 3.1.4 hereof may disclose, subject to the provisions of section 3.1.5 hereof, NGTL planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an affiliated group of businesses, but only to the extent necessary and not for any other purpose.

6.3 No Release of Confidential Information

Subject to section 6.5, NGTL shall not release to an Affiliate Confidential Information relating to a customer or prospective customer, without receiving the prior written consent of the customer or prospective customer, unless such Confidential Information may be disclosed to an Affiliate in connection with a disclosure required:

- (a) for the purpose of a court proceeding or a proceeding before a quasi-judicial body to which the customer is a party;
- (b) for the purpose of complying with a subpoena, warrant, or order issued or made by a court, person or body having jurisdiction to compel the production of information or with a rule of court that relates to the production of information;
- (c) to a municipal or provincial police service for the purpose of investigating an offence involving the customer, if the disclosure is not contrary to the express request of the customer;
- (d) by law or by an order of a government or agency having jurisdiction over NGTL; or
- (e) for the purpose of providing Shared Services or For Profit Affiliate Services to the Affiliate or for the purpose of receiving Shared Services or For Profit Affiliate Services from the Affiliate; provided appropriate measures are first put in place by the Affiliate to protect the Confidential Information and the Confidential Information is used by the Affiliate only for the purpose intended by NGTL.

6.4 Aggregated Confidential Information

NGTL may disclose Confidential Information when aggregated with the Confidential Information of other customers in such a manner that an individual customer's Confidential Information can not be identified.

6.5 Release of Confidential Information to Regulated Affiliates

NGTL may release Confidential Information on an as-needed basis, to a Regulated Affiliate that is operated by the same entity that operates NGTL, or is operated by any Affiliate of NGTL, provided that the Regulated Affiliate does not release the Confidential Information to any other entity without receiving the prior written consent of the customer.

7 COMPLIANCE MEASURES

7.1 Responsibility for Compliance

NGTL shall be responsible for ensuring compliance with this Code.

7.2 Communication of Code

NGTL shall:

- (a) communicate the contents of the Code, and any modifications to it from time to time, to each of its directors, officers, representatives, consultants, contractors, agents and Affiliates; and
- (b) make the Code available on NGTL's web site.

7.3 Compliance Officer

NGTL shall appoint a compliance officer (the "Compliance Officer"). NGTL shall ensure that the Compliance Officer is an officer of NGTL and has adequate resources to fulfill his or her responsibilities.

7.4 Responsibilities of the Compliance Officer

The responsibilities of the Compliance Officer shall include:

- (a) providing advice and information to NGTL for the purpose of ensuring compliance with this Code;
- (b) monitoring and documenting compliance with the Code by NGTL, its directors, officers, representatives, consultants, contractors and agents;
- (c) monitoring and documenting compliance with the Code by Affiliates of NGTL with respect to the interactions of the Affiliates with NGTL;
- (d) providing for the preparation and updating, of a Compliance Plan for NGTL pursuant to Section 7.5 hereof;
- (e) filing the Compliance Plan and any modifications or replacements with the EUB, posting the Compliance Plan on the NGTL's website, and advising interested parties promptly when the Compliance Plan, or any modifications or replacements, have been posted on the website;
- (f) performing an annual review of compliance with the Compliance Plan and preparing an annual compliance report ("Compliance Report") containing the information required in section 7.6 hereof. The Compliance Officer shall file the Compliance Report with the EUB within 120 days of the fiscal year end of NGTL with respect to the immediately

preceding fiscal year, post the Compliance Report on NGTL's website, and advise interested parties promptly when the Compliance Report has been posted on the website;

- (g) receiving and investigating internal and external disputes, complaints and inquiries with respect to the application of, and alleged non-compliance, with the Code in accordance with Section 8 hereof;
- (h) recommending to NGTL measures required to address events of non-compliance with the Code; and
- (i) maintaining adequate records with respect to all aspects of the Compliance Officer's responsibility.

7.5 The Compliance Plan

NGTL shall prepare a Compliance Plan. The Compliance Plan shall detail the measures, policies, procedures and monitoring mechanisms that NGTL will employ to ensure its full compliance with the provisions of the Code by NGTL its directors, officers, representatives, consultants, contractors and agents, and by Affiliates of NGTL with respect to the interactions of the Affiliates with NGTL. NGTL shall review and update the Compliance Plan at least annually.

7.6 The Compliance Report

The Compliance Report shall include the following information prepared in respect to the period of time covered by the Compliance Report:

- (a) a copy of the Compliance Plan and any amendments thereto;
- (b) a corporate organization chart for NGTL and its Affiliates indicating relationships and ownership percentages;
- (c) a list of all Affiliates with whom NGTL transacted business, including business addresses, a list of the Affiliates' officers and directors, and a description of the Affiliates' business activities;
- (d) a list of all Services Agreements in effect at any time during such period;
- (e) an overall assessment of compliance with the Code by NGTL, including compliance by the directors, officers, representatives, consultants, contractors and agents of NGTL and by Affiliates of NGTL with respect to the interactions of the Affiliates with NGTL;
- (f) an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications thereto;
- (g) in the event of any material non-compliance with the Code, a comprehensive description thereof and an explanation of all steps taken to correct such non-compliance;
- (h) subject to the confidentiality provisions of section 8.1 hereof, a summary of disputes, complaints and inquiry activity during the year;
- (i) a list and detailed description of all Major Transactions between NGTL and its Affiliates;
- (j) an Affiliated Party Transactions Summary;
- (k) a summary list of any exemptions granted to this Code or exceptions utilized, including the exception for emergency services; and

- (l) two certificates, each in the form attached as Schedule “A” attached to this Code, attesting to completeness of the Compliance Report and compliance with the Code, one certificate signed by the Compliance Officer and a second certificate signed by the highest ranking operating officer of NGTL.

7.7 Documents to be Provided to the EUB upon Request

If required by the EUB, NGTL shall provide the EUB with a copy of any document referred to in a Compliance Report or other supporting records and material.

7.8 Compliance Records and Audit

The records required to be maintained by the Compliance Officer pursuant to section 7.4(i) hereof shall be retained for a period of at least six years. Compliance records shall be maintained in a manner sufficient to support a third party audit of the state of compliance with the Code by NGTL, its directors, officers, representatives, consultants, contractors and agents, and by Affiliates of NGTL with respect to the interactions of the Affiliates with NGTL. Subject to the confidentiality provisions of section 8.1 hereof, all such records shall be made available for inspection or audit as may be required by the EUB from time to time.

8 DISPUTES, COMPLAINTS AND INQUIRIES

8.1 Filing with the Compliance Officer

Disputes, complaints or inquiries from within NGTL or from external parties respecting the application of, or alleged non-compliance with, the Code shall be submitted in writing to the Compliance Officer and may be made confidentially. The identity of the party making the submission to the Compliance Officer shall be kept confidential by the Compliance Officer unless the party otherwise agrees.

8.2 Processing by NGTL

8.2.1 Compliance Officer Acknowledgment

The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing within five working days of receipt.

8.2.2 Disposition

The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of NGTL to the issues identified in the submission. NGTL’s final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

8.3 Referral to the EUB

In the event:

- (a) NGTL fails to abide by the process identified in section 8.2 hereof,

- (b) NGTL or a party is unsatisfied with the resolution of a dispute, complaint or inquiry following the conclusion of the section 8.2 process, or
- (c) of an urgent and significant matter, where there is a reasonable expectation that a party's position may be prejudiced by allowing the process contemplated by section 8.2 to operate,

NGTL (subject to the confidentiality provisions of section 8.1 hereof) or a party with a dispute, complaint or inquiry may refer the matter to the EUB for consideration. A referral to the EUB must be in writing and shall describe the dispute, complaint, or inquiry and must include the response, if any, of NGTL to the submission.

9 NON-COMPLIANCE WITH THE CODE

9.1 Non-Compliance

Any non-compliance with the Code by any director, officer, representative, consultant, contractor or agent of NGTL or by an Affiliate (or any director, officer, representative, consultant, contractor or agent of an Affiliate) with respect to the interactions of the Affiliate with NGTL will be considered to be non-compliance by NGTL.

9.2 Consequences for Non-Compliance with Code

Non-compliance with this Code could be considered as *prima facie* evidence in a regulatory proceeding of inappropriate conduct by NGTL or of an inappropriate transaction, expense or activity by NGTL. Non-compliance with the Code by NGTL shall subject NGTL to the full range of powers and authorities of the EUB. Non-compliance with the Code by a director, officer, representative, consultant, contractor or agent of NGTL may subject such individual to disciplinary action by NGTL.

SCHEDULE A – OFFICERS CERTIFICATE

OFFICER’S CERTIFICATE

To: The Alberta Energy and Utilities Board

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of _____ (NGTL) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with NGTL is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the NGTL Group Inter-Affiliate Code of Conduct (the Code).
3. I have read the Code, the Compliance Plan of NGTL dated _____ and the Compliance Report of NGTL dated _____.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, consultant, contractor or agent of NGTL, or by any Affiliate of NGTL (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to the any interaction between an Affiliate and NGTL that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

CRESCENT POINT RESOURCES PARTNERSHIP
RESPONSES TO NEB INFORMATION REQUESTS NO. 2
May 9, 2018

APPENDIX “B”

ENBRIDGE PIPELINES INC.

CANADIAN AFFILIATE

RELATIONSHIPS CODE



ENBRIDGE PIPELINES INC.

**CANADIAN AFFILIATE
RELATIONSHIPS CODE**

July 31, 2015

This Code of Conduct comes into force August 2, 2015.

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1 Purpose, Application and Corporate Statement

1.1 Purpose and Objectives of the Canadian Affiliate Relationship Code (“Code”)

The purpose of this Code is to establish parameters and standards for transactions, information sharing and the sharing of services and resources between Enbridge Pipelines Inc. (“EPI”), Affiliates, and Representatives while permitting each party to achieve appropriate efficiencies and economies of scope and scale.

Specifically, the Code is designed to meet the following objectives:

- provide transparent and consistent guidance for EPI employees, Affiliates’ employees, and Representatives respecting Affiliate interactions,
- create an awareness of compliance and ethics issues and accountabilities among EPI employees, Affiliates’ employees and Representatives,
- to set standards that result in Affiliates and Customers being treated fairly and consistently and to prevent unduly preferential treatment,
- to set standards that result in Affiliates being treated fairly and that avoid cross-subsidizing Affiliate services or facilities,
- to protect and set standards for the use of confidential Customer information collected in the course of providing services and access to facilities,
- avoid practices contrary to competition law that could occur between EPI, and Affiliates and that may be detrimental to the interests of Customers, and

1.2 Who This Code of Conduct Applies To

All employees (including officers, directors and all full-time and part-time employees) and Representatives of EPI, and Affiliates’ employees are expected to comply with all aspects of this Code.

The above objectives can only be realized through a demonstrated observance of and respect for the spirit and intent of this Code by all EPI employees, Representatives and Affiliates’ employees to which it applies.

As this Code cannot address each specific issue that may arise, when necessary, employees and Representatives should be encouraged to seek additional guidance from their supervisor or others within Enbridge, such as: Human Resources, or Law.

1.3 Definitions

Affiliate Activities	General business activities of an Affiliate relating to construction, operation, maintenance, generation, transportation, marketing, handling, storage of natural resources and energy such as oil, gas or electricity and facilities associated with same.
Affiliates	An “affiliate” of EPI carrying on business in Canada, as defined in the Canada Business Corporations Act, R.S., 1985, c. C-44, which would include, but is not limited to Enbridge Pipelines (Athabasca) Inc., Enbridge Midstream Inc., Enbridge Southern Lights LP, Hardisty Caverns Limited Partnership, Enbridge Southern Lights GP Inc., Enbridge Pipelines (NW) Inc., Northern Gateway Pipelines Inc., Northern Gateway Pipeline Limited Partnership, Enbridge Pipelines (Saskatchewan) Inc., Enbridge Pipelines (Weyburn) Inc., Enbridge Pipelines (Virden) Inc., Enbridge Management Services Inc.
CAPP	Canadian Association of Petroleum Producers.
Code	This Canadian Affiliate Relationships Code.
Compliance Officer	The individual tasked with the responsibilities specified in section 6.2 of this Code.
Confidential Information	Any information of a proprietary, intellectual or similar nature relating to any current or potential Customer of EPI, which information has been obtained or compiled in the process of providing current or prospective services and which is not otherwise available to the public.
Customer(s)	Any current or potential producer, marketer, shipper, refiner, or organization representing current or potential producers, marketers, shippers and/or refiners of EPI or an Affiliate.
EPI Services	Services provided by EPI to an Affiliate or Customer in relation to liquids pipelines facilities including: interconnections; access to EPI facilities, pipelines, lands, rights-of-way, leases; operations and maintenance, construction, regulatory services;

	technical and design; control center; and any other general services provided in relation to construction, operation, maintenance, removal, abandonment, deactivation or decommissioning of liquids pipelines.
ERCB	Alberta Energy Resources Conservation Board.
Fair Market Value	The price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act. In determining Fair Market Value, the seller (being either EPI, or an Affiliate) may use any method that it believes commercially reasonable in the circumstances including, but not limited to: competitive tendering, compete quotes, benchmarking studies, catalogue pricing, replacement cost comparisons, or recent market transactions. Where no such market exists, other appropriate valuation methods may be employed to determine Fair Market Value.
For Profit Affiliate Services	Any service, provided by EPI to an Affiliate or vice versa, on a for-profit basis.
Fully Burdened Cost	The sum of direct costs plus a proportional share of indirect costs that may include a return on invested capital that shall not exceed the weighted average cost of capital for EPI.
Information Services	Any computer systems including: computer services, databases, electronic storage services or electronic communication media, printing services or electronic communication media utilized by EPI, or Affiliates relating to their respective Customers or respective operations.
NEB	National Energy Board.
Regulated Affiliates	Affiliates whose tolls and tariffs are under the jurisdiction of the NEB (either as a Group 1 or Group 2 regulated company), Ontario Energy Board, ERCB, or other Canadian federal or provincial government agencies. Some examples include: Enbridge Pipelines (NW) Inc., Enbridge Southern Lights GP Inc., Enbridge Pipelines (Westspur) Inc.
Representative	EPI contract workers, independent consultants, representatives, agents and any other entities that are not Affiliates but who act on behalf of EPI.

Resources	Includes employees, intellectual property, materials, supplies, computer systems, equipment and facilities.
Services Agreement	<p>An agreement entered into between EPI and one or more Affiliates for the provision of Shared Services and shall provide the following matters as appropriate in the circumstances:</p> <ul style="list-style-type: none"> a) the type, quantity and quality of service, b) pricing, allocation or cost recovery provisions, c) confidentiality arrangements, d) the apportionment of risk (including the risk of over or under provision of service), e) dispute resolution provisions, and f) a representation by EPI, and each Affiliate party to the agreement that the agreement complies with this Code
Shared Core Corporate Services	EPI department functions that provide or receive shared strategic management and policy support to or from the corporate group of which EPI, and Affiliates are members, and may include legal, finance, tax, treasury, pensions, risk management, audit services, corporate planning, human resources, health and safety, communications, investor relations, trustee or public affairs.
Shared Customer Services	Any service provided to or from an Affiliate in relation to pipeline scheduling, coordination and logistics, customer support services, legal and regulatory affairs, operation services, planning and analysis, oil accounting, system optimization, asset management, inventory management, petroleum quality service metrics, facilities management, and control centre operations, the charges for such services to be reimbursed on a Fully Burdened Cost basis.
Shared Services	Any service provided by EPI to an Affiliate or by an Affiliate to EPI, the charges for such services to be reimbursed on a Fully Burdened Cost basis.
Unregulated Affiliate Activities	General business activities of an Unregulated Affiliate relating to construction, operation, maintenance, generation, transportation, marketing, handling, storage of natural resources and energy such as oil, gas or electricity and facilities associated with same.

Unregulated Affiliates	An Affiliate that is not a Regulated Affiliate.
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1.4 Enbridge Pipelines Inc. Canadian Affiliate Relationship Code Policy and Corporate Statement

EPI is committed to conducting its business in a socially responsible, legally compliant and ethical manner in accordance with a core set of corporate values. Key components of the Enbridge group of companies' corporate values include operating with integrity, honesty, respect and transparency in all of its dealings with stakeholders. This commitment requires that EPI operates in compliance with both the letter and the spirit of the law.

The interactions between EPI and Affiliates are governed by various legislative and contractual provisions that are designed to ensure that these inter-affiliate interactions are appropriate and transparent.

2 Corporate Governance of EPI and Affiliates

2.1 Separate Operations

The commercial and business affairs of EPI should be managed and conducted independently from the commercial and business affairs of its Unregulated Affiliates, except as required to fulfill Shared Core Corporate Services and Shared Customer Services.

2.2 Common Directors

EPI may have common directors with Affiliates, as long as acting in such a dual capacity could not reasonably be considered to be detrimental to the interests of EPI or Affiliate Customers.

2.3 Separate Management

Subject to Sections 2.4 and 2.5, EPI must have separate officers from its Unregulated Affiliates. Subject to Sections 2.4 and 2.5, EPI may share management team members and officers with Regulated Affiliates.

2.4 Exception to Separate Management

EPI officers may also be officers of any Affiliate in order to perform Shared Core Corporate Services. However, this exception shall not allow an EPI officer in a commercial or business development role to be an officer of an Unregulated Affiliate that has or reasonably expects to have marketing functions and/or significant commercial or business development arrangements with EPI.

2.5 Guiding Principle

Notwithstanding sections 2.2, 2.3 and 2.4, an individual shall not act both as a director, or officer, or member of a management team of EPI, and as a director, officer or member of a management team of any other Affiliate (thereby acting in a dual capacity) unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the spirit and intent, of this Code.

Specifically, an individual:

- a) shall not agree to act in a dual capacity if the individual, acting reasonably, determines that acting in a dual capacity could be detrimental to the interests of Customers, and
- b) if acting in a dual capacity, shall abstain from engaging in any activity that the individual, acting reasonably, determines could be detrimental to the interests of Customers.

2.6 Accounting Separation

EPI must maintain separate financial records and books of accounts from those of its Affiliates.

2.7 Physical Separation

EPI must put appropriate measures in place to restrict access to EPI's Confidential Information by employees of Unregulated Affiliates with significant commercial and business development responsibilities.

Commercial and business development employees of an Unregulated Affiliate must be physically located on a separate floor from EPI staff.

Where EPI provides services to an Unregulated Affiliate that operates in whole or in part as a crude petroleum producer, marketer, shipper or refiner, that Unregulated Affiliate's employees whose functions include commercial development, business development, marketing, producing, refining and shipping must be physically located in a separate building or complex from EPI's offices that are used for its day to day operations of the pipeline system.

2.8 Separation of Information Services

Subject to section 2.11, where EPI shares Information Services with an Unregulated Affiliate, Confidential Information must be protected from unauthorized access by an Unregulated Affiliate and vice versa. Access to EPI and each Unregulated Affiliate's respective Information Services must include appropriate computer data management and data access protocols as well as contractual provisions regarding the breach of any access protocols. Compliance with the access protocols must be confirmed in writing every two years from the effective date of this Code by EPI, through a review that complies with the

provisions of the Canadian Institute of Chartered Accountants Handbook and updates thereto.

2.9 Financial Transactions with Affiliates

EPI and its Regulated Affiliates must ensure that any loan, investment or other financial support provided to an Unregulated Affiliate is provided on terms no more favourable than what the Unregulated Affiliate would be able to obtain as a stand-alone entity from the capital markets.

2.10 Sharing of Assets

The operational plant, assets and equipment of EPI shall be separated in ownership from that of its Unregulated Affiliates. For the purposes of this section, operational plant, assets and equipment means any pipeline or portion thereof that is capable of being operated as a line for the transmission of gas or oil, and includes all branches, extensions, tanks, reservoirs, storage facilities, pumps, racks and compressors.

2.11 Sharing Services Permitted

Where EPI determines that it is prudent in operating its business, it may obtain Shared Services or Shared Customer Services from, or provide Shared Services or Shared Customer Services to, an Affiliate. EPI must periodically review the prudence of such sharing arrangements and make any adjustments necessary to ensure that each of EPI and their Affiliates bears its proportionate share of costs. If services are shared between EPI and an Affiliate, a Services Agreement must be put into place.

Employees providing Shared Customer Services will be required to undertake training in relation to protecting and using Confidential Information within a reasonable period of time of their commencing their job and annually, thereafter.

2.12 Sharing of Employees

EPI may share employees with an Affiliate on a Fully Burdened Cost recovery basis provided that the shared employees are able to carry out their responsibilities in a manner that is consistent with the spirit and intent of this Code. In particular, an employee must not be shared if it could reasonably be considered detrimental to the interests of EPI Customers or the Affiliate's Customers. If employees are shared, such employees must abstain from engaging in any activity that could reasonably be considered detrimental to the interests of EPI Customers or Affiliate's Customers.

Certain employees must not be shared. Unless they are providing Shared Corporate Services or Shared Customer Services, EPI may not share employees with an Unregulated Affiliate if that employee:

- routinely participates in management level decision-making respecting the provision of EPI Services or Unregulated Affiliate Activities or how

EPI Services or Unregulated Affiliate Activities and services are delivered,

- routinely deals with or has direct contact with EPI or Unregulated Affiliate Customers, and
- is routinely involved in senior commercial management of EPI or an Unregulated Affiliate's business.

Despite the above, for Shared Core Corporate Services or Shared Customer Services, Fully Burdened Costs may be applied where applicable. Cost allocation shall be applied in a reasonable manner to avoid cross subsidizations with respect to all Shared Core Corporate Services and Shared Customer Services. Such cost allocation shall be documented for audit purposes.

2.13 Occasional Services Permitted

Where EPI has otherwise acted prudently, it may receive or provide one-off, infrequent or occasional services to or from an Affiliate and such services shall be properly documented (work order, etc.). In the event that such occasional services become regular occurrences, EPI must enter into a Services Agreement with the Affiliate for Shared Services.

2.14 Emergency Services Permitted

In the event of an emergency, EPI may share services and resources with an Affiliate without a Services Agreement on a Fully Burdened Cost recovery basis.

2.15 Shared Services Employees

An employee or contractor to an Affiliate that, except in cases of emergency under section 2.14 of the Code, provides Shared Core Corporate Services, Shared Customer Services or Shared Services to EPI will, for the purposes of the Code, be treated as if employed directly by EPI.

3 Transfer Pricing

3.1 For Profit Affiliate Services

Where EPI determines it is prudent to do so, it may obtain For Profit Affiliate Services from an Affiliate.

Prior to outsourcing to an Affiliate a service that EPI presently conducts itself, EPI shall undertake a prudent cost-benefit analysis over an appropriate timeframe in the circumstances. An Affiliate shall likewise undertake a prudent cost-benefit analysis over an appropriate timeframe in the circumstances, prior to outsourcing a service to EPI.

When EPI contracts to receive For Profit Affiliate Services it shall pay in accordance with any terms required pursuant to an order from the NEB or other

applicable regulatory body or pay no more than the Fair Market Value of such services.

3.2 Asset Transfers

Assets transferred, mortgaged, leased or otherwise disposed of by EPI to an Affiliate, or vice versa, must be at the Fair Market Value of such assets or, where required, upon terms approved by the appropriate regulatory agency. If an asset in excess of \$2 million (Cdn) is transferred, leased, sold or otherwise disposed of by EPI to an Affiliate, EPI shall notify CAPP not less than 45 days prior to such transfer.

Where operational efficiencies between EPI and/or Affiliates can be obtained through the use of common facilities, combined purchasing power or through the use of other cost saving procedures, assets used in EPI's and Affiliates' operations may be transferred between each other at net book value or other reasonable standard. All such transactions must be properly documented and accounted for on EPI's and the Affiliates' respective accounting records.

4 Mitigation of Market Power and Equal Treatment of Representatives

EPI and its Affiliates shall conduct themselves in accordance with all applicable competition law in the jurisdictions in which they conduct business.

EPI shall apply and enforce all tariff provisions in accordance with applicable legislation, regulatory orders, permits and licences. Such tariff provisions shall be applied to Affiliates in the same manner as other Customers and/or prospective Customers in order to ensure no undue discrimination, preferences or prejudice, except as approved by the appropriate regulatory agency. EPI shall not provide special rates, rebates or different rates for like and contemporaneous service to Affiliates and Customers, except as approved by the appropriate regulatory agency.

EPI shall not favour any Affiliate with respect to access to information concerning services provided to Customers or scheduling of their transportation. All requests to EPI by an Affiliate for access to their respective services shall be processed and provided in accordance with this Code and in the same manner as it would be processed or provided for any Customer.

EPI shall not condition or otherwise require any Customer to deal with an Affiliate in order to receive EPI transportation services.

EPI shall not explicitly or implicitly suggest that a Customer may receive an inappropriate advantage if that Customer also deals with any Affiliate.

Affiliates may not imply in any marketing material, other public documents or communications that Customers or potential Customers of the Affiliate may also receive preferential access to or services from EPI. If EPI becomes aware of any

such inappropriate marketing material, public documents or communications, EPI shall:

- immediately take reasonable steps to notify affected Customers or potential customers of the inaccurate information, and
- take necessary steps to ensure the Affiliate is aware of this concern and to request that no further communications be made to suggest preferential access to or services from EPI.

5 Confidentiality

5.1 Release of EPI Information to Unregulated Affiliates

EPI must not provide any Affiliate who is a producer, refiner, marketer or shipper with information relating to the planning, operations, finances or strategy of EPI before such information is publicly available. In other words, subject to sections 2.1, 2.2, 2.4 and 2.12, EPI must take care that it does not disclose EPI's information to any Affiliate who is a producer, refiner, marketer or shipper that it would not disclose to other Customers or potential Customers. This would include any Confidential Information and non-aggregated customer information gathered by EPI to generate annual supply forecasts for planning purposes.

Officers of EPI who are also officers of an Affiliate, as permitted by this Code, may disclose EPI planning, operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an Affiliated entity, but only to the extent necessary and not for any other purpose.

5.2 No Release of Confidential Customer Information

EPI must not, without the Customer's prior written consent, use or disclose to an Affiliate any Confidential Information for the purpose of pursuing commercial or business development activities.

Where an Affiliate acquires specific Confidential Information, such information may not be used for commercial or business development activities without the Customer's consent. EPI may disclose Confidential Information for operational purposes, Shared Customer Services, emergencies or on an as-needed basis, to an Affiliate provided that the Affiliate does not release the Confidential Information to any other entity without receiving the prior written consent of the customer.

EPI and its Affiliates seek to achieve operational efficiencies through the sharing of Resources. Where such Resource-sharing opportunities arise, EPI will:

- not directly or indirectly disclose any Confidential Information provided to it by Customers unless:
 - it obtains consent or disclosure by the Customer,
 - the information is required for Shared Customer Services, Shared Corporate Services, emergency, operational purposes, or
 - the information is required by law.
- implement reasonable measures to prevent any direct or indirect disclosure of any Customer proprietary or Confidential Information.

EPI and its Affiliates may respectively disclose Confidential Information when aggregated with the Confidential Information of other Customers in such a manner that an individual Customer's Confidential Information cannot be identified.

EPI employees whose primary job functions include commercial and business development services will be required to undertake training in relation to protecting and using Confidential Information within a reasonable period of time of their commencing their job and annually, thereafter.

6 Compliance Measures

6.1 Compliance Requirements

EPI is responsible for ensuring compliance with this Code.

EPI shall communicate the contents of this Code and any modifications to it from time to time to its employees, directors, officers, Representatives, and Affiliates.

EPI shall make this Code available on its internal and external websites.

EPI shall appoint a compliance officer (the "Compliance Officer"). EPI shall ensure that the Compliance Officer has access to adequate resources to fulfill his or her responsibilities.

6.2 Responsibility of Compliance Officer

The responsibilities of the Compliance Officer with respect to this Code shall include:

- providing guidance, advice and information to EPI for the purpose of ensuring compliance with this Code,

- monitoring and documenting compliance with this Code by EPI, their employees, directors, officers, Representatives, and Affiliates,
- monitoring and documenting compliance with this Code by Affiliates with respect to the interactions of the Affiliates with EPI,
- providing for the preparation and updating of a Compliance Report and Compliance Plan for EPI,
- performing annual reviews of compliance with these Compliance Reports and Compliance Plans,
- receiving and investigating internal and external disputes, complaints and inquiries with respect to the application of, and alleged non-compliance, with the Code,
- recommending measures to EPI to address events of non-compliance with the Code, and
- maintaining and retaining for a period of seven years adequate records with respect to all aspects of the Compliance Officer's responsibility.

6.3 Communication of Code of Conduct Requirements

EPI shall communicate this Code as follows:

- on its internal website and external website,
- quarterly issue notices and articles of the Code in internal publications (e.g. newsletter), and
- through orientation and training of all EPI employees, officers, and directors.

6.4 Compliance Plan

EPI shall prepare a Compliance Plan and make it available on internal and external websites.

The Compliance Plan shall detail the measures, policies, procedures and monitoring mechanisms that EPI will employ to ensure full compliance with the provisions of this Code by their employees, directors, officers, Representatives, and Affiliates. EPI shall review and update its Compliance Plan annually.

6.5 Annual Compliance Report

The Compliance Report as set out in section 6.2 shall be prepared annually and will include the following information prepared in respect to the period of time covered by the Compliance Report:

- a list of all Services Agreements entered into during the period covered by the Compliance Report,
- an overall assessment of compliance with the Code,
- an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications, and
- in the event of any material non-compliance with this Code, a description of same and an explanation of all steps taken to correct such non-compliance.

6.6 Dispute, Complaint and Inquiry Resolution

Disputes, complaints or inquiries from within EPI, an Affiliate, Customers of EPI, or from a Representative respecting the application of, or alleged non-compliance with this Code, may be made verbally or submitted in writing to the Compliance Officer and may be made confidentially. The identity of any party making a submission to the Compliance Officer shall be kept confidential by the Compliance Officer unless the party otherwise agrees.

The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing within five working days of receipt of same.

The Compliance Officer shall respond to the dispute, complaint or inquiry within 25 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of EPI or Affiliate to the issues identified in the submission. A final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances and, in any event, within 90 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

All records of the Compliance Officer in relation to a dispute, complaint or inquiry shall be kept for a period of at least seven years. Compliance records shall be maintained in a manner sufficient to support a third party independent audit of the state of compliance with this Code.

6.7 Non-Compliance

Any non-compliance with this Code by any employee, director, officer, or Representative, of EPI or an Affiliate with respect to the interactions of the Affiliate with EPI will be considered to be addressed pursuant to this Code.

Non-compliance with this Code by an employee director, officer, Representative, of EPI or an Affiliate may subject such individual to internal disciplinary action.

7 General Provisions

7.1 Interpretation

Headings are for convenience only and shall not affect the interpretation of this Code. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or that provision of that document.

7.2 Coming into Force

This Code comes into force on **January 1, 2010**. However, to the extent existing agreements or arrangements are in place between parties to whom this Code applies that do not conform with this Code, EPI shall use reasonable efforts to ensure that such agreements or arrangements are brought into compliance with this Code within 90 days after this Code comes into force.

7.3 Amendments to this Code

This Code may be reviewed and amended by EPI from time to time.

7.4 Authority of Regulators

This Code does not detract from, reduce or modify in any way the powers of EPI's or Affiliates' respective regulators. Compliance with this Code does not eliminate the requirement for specific approval or filings where required by legislation, regulation, or by a regulator's decisions, orders or directions.

CRESCENT POINT RESOURCES PARTNERSHIP
RESPONSES TO NEB INFORMATION REQUESTS NO. 2
May 9, 2018

APPENDIX “B”

TRANSCANADA PIPELINES LIMITED

CANADIAN MAINLINE

COMPLIANCE REPORT

FOR THE YEAR ENDED DECEMBER 31, 2015



450 – 1 Street SW
Calgary, Alberta T2P 5H1

Telephone: (403) 920-6233
Fax: (403) 920-2374
email: ann_birch@transcanada.com
web: www.transcanada.com

April 28, 2016

Filed Electronically

National Energy Board
517 Tenth Avenue SW
Calgary, Alberta T2R 0A8

Attention: Ms. Sheri Young, Secretary of the Board

Dear Ms. Young:

**Re: TransCanada PipeLines Limited (TransCanada)
TransCanada Canadian Mainline Code of Conduct
Compliance Report for the Year Ended December 31, 2015**

In accordance with sub-section 7.4(f) of the Canadian Mainline Code of Conduct, TransCanada is filing its Compliance Report for the year ended December 31, 2015.

TransCanada is posting this filing on <http://www.transcanada.com/customerexpress/902.html>.

If you have any questions or concerns with respect to the enclosed please contact the undersigned at (403) 920-6233 or by e-mail at ann_birch@transcanada.com.

Yours truly,
TransCanada PipeLines Limited

Original signed by

Ann Birch
Team Lead, Inter-Affiliate Matters
and Compliance Training

Enclosure

cc. Mainline Shippers
Tolls Task Force

TRANSCANADA PIPELINES LIMITED
CANADIAN MAINLINE CODE OF CONDUCT

COMPLIANCE REPORT
For the 2015 Reporting Period

1.0 INTRODUCTION

1.1 Reporting Obligation

The TransCanada PipeLines Limited (“TCPL”) Canadian Mainline Code of Conduct (the “Code”) requires the Compliance Officer to perform an annual compliance review and prepare an annual Compliance Report. The Report is to be filed with the National Energy Board (“NEB”) within 120 days of TCPL’s fiscal year-end for the immediately preceding year.

This Compliance Report is for the period from January 1, 2015 to December 31, 2015 (the “Reporting Period”). Capitalized terms used in this Compliance Report have the meaning attributed to the terms in the Code, unless otherwise defined.

1.2 Contents of Compliance Report

Section 7.6 of the Code determines the contents of the Compliance Report. Specifically, the Compliance Report must include the following information for the Reporting Period:

- (a) a copy of the TCPL Mainline Compliance Plan (the “Compliance Plan” or “Plan”) and any amendments;
- (b) a corporate organization chart for TCPL and its Affiliates indicating relationships and ownership percentages;
- (c) a list of all Affiliates with whom TCPL Mainline transacted business, including business addresses, a list of the Affiliates’ officers and directors, and a description of the Affiliates’ business activities;
- (d) a list of all Services Agreements in effect at any time during such period;
- (e) an overall assessment of compliance with the Code by TCPL and TCPL Mainline, including, as applicable, compliance by the directors, officers, employees, consultants, contractors and agents of TCPL and TCPL Mainline, and by Affiliates of TCPL Mainline with respect to the interactions of the Affiliates with TCPL Mainline;
- (f) an assessment of the effectiveness of the Compliance Plan and any recommendations for modifications;
- (g) in the event of any material non-compliance with the Code, a comprehensive description thereof and an explanation of all steps taken to correct such non-compliance;

- (h) subject to the confidentiality provisions of section 8.1 of the Code, a summary of disputes, complaints and inquiry activity during the year;
- (i) an Affiliated Party Transactions Summary;
- (j) a summary list of any exemptions granted to the Code or exceptions utilized, including the exception for emergency services; and
- (k) two certificates each, in the form attached as Schedule “A” to the Code, attesting to the completeness of the Compliance Report and compliance with the Code; one certificate signed by the Compliance Officer and the second certificate signed by the highest ranking operating officer of TCPL.

2.0 COMPLIANCE REPORT

2.1 Compliance Plan

A copy of TCPL Mainline’s current Compliance Plan is provided in Appendix 1.

2.2 Corporate Organization Chart

Corporate organization charts showing the relationships between TCPL and its Affiliates, including ownership percentages, as of December 31, 2015, are provided in Appendix 2. The organization charts reflect the corporate structure that was in existence at the end of the Reporting Period.

A list of the officers and directors of TCPL as of December 31, 2015 is provided in Appendix 3.

2.3 List of Affiliates

A list of Affiliates with whom TCPL Mainline transacted business in the Reporting Period is provided in Appendix 4. The list includes the Affiliates’ business addresses, the Affiliates’ officers and directors at December 31, 2015, and a description of the Affiliates’ business activities over the Reporting Period.

2.4 List of Services Agreements

A list of all Services Agreements between TCPL Mainline and Affiliates which were in effect during the Reporting Period is provided in Appendix 5.

2.5 Assessment of Compliance with the Code

TCPL, as the owner and operator of the TCPL Mainline, is fully committed to the spirit and intent of the Code and believes it is operating in compliance with the requirements of the Code. TCPL’s Affiliates are also operating in compliance with the requirements of the Code with respect to any interactions with the TCPL Mainline.

Training

TCPL continues to communicate the contents of the Code to its personnel in an effort to ensure continued compliance. TransCanada's annual mandatory inter-affiliate training is a combined training module consisting of the Canadian Codes of Conduct and the U.S. Standards of Conduct rules. The Inter-affiliate Codes/Standards of Conduct training includes modules that comprise of an executive introduction, lessons providing in-depth information on the requirements of the Code and how the Code affects personnel and their work, and was provided to all active employees and contractors during 2015. The training also includes sample scenarios, the process for raising relevant questions or inquiries to TCPL Mainline and the NEB, and is followed by a mandatory quiz containing a number of questions, all of which must be answered correctly in order to successfully complete the training.

Upon initial commencement of employment with TCPL, all new employees and contractors are required to complete the Inter-affiliate Codes/Standards of Conduct training within 30 days of their hire date and acknowledge receipt of the Code.

Training acknowledgements are automatically generated and required to be completed by personnel for both the annual deployment of training and ongoing new employee training. As at December 31, 2015, training acknowledgements were completed by all personnel who were assigned the Inter-affiliate Codes/Standards of Conduct training. The acknowledgements confirm that trainees, have received or have access to the current version of the Code, are aware of its contents, agree to abide by its requirements, and that they abided by the Code in the previous year (as applicable to their role within the organization). Copies of signed or electronic acknowledgements are maintained by the Corporate Compliance Department on behalf of the Compliance Officer.

During 2015, TransCanada transitioned from an external training provider to providing training in house, using a corporate Learning Management System. As formal training was not available during the transition period, the Corporate Compliance Department developed an interim training presentation for new hires and individuals that had not completed training prior to the cut-off date with the former training provider. The interim solution was effective for Information Asset Owners of regulated information in ensuring that prior to providing access to certain assets and applications, individuals had completed training. This process ensured that TCPL remained in compliance, while enabling individuals to gain the necessary access. All individuals that had completed the interim training were also assigned formal training at the time it became available.

As well, upon request, the Corporate Compliance Department provides in person training to business units regarding the application of the Code and potential impact on their operations. Additionally, all TCPL employees are required to complete the Code of Business Ethics ("COBE") training, which includes specific references to the Code. The Code was also provided or made available to senior officers of all TCPL Mainline Affiliates.

Internal Controls and Processes

To accommodate information management and separation of duty functions, all TransCanada personnel are assigned a regulatory role classification of Regulated, Non-Regulated or Shared based on their functions within the organization and the requirements of the Code. The

regulatory role classifications are used in a number of automated and manual processes to manage inter-affiliate compliance.

Since the inception of the Code, many aspects of TransCanada's IS environment have been validated and enhanced. Robust compliance processes are in place to prevent potential issues and to confirm and validate the state of compliance on a regular basis. TransCanada's identity and access management systems and processes deliver both preventative and detective controls, and consist of software, hardware and supporting processes to manage personnel access to applications and infrastructure based on an employee's regulatory role classification. Components of the identity and access management systems and processes include the Information Asset Registry (IAR), the Access Request Tool (ART), Workforce and Compliance Manager.

IAR manages and stores all asset information required for regulatory compliance, and is the authoritative source of record for asset classification.

ART manages access requests for most of TransCanada's business applications and has provided automated provisioning for strategically selected applications. Each of TransCanada's various information assets has an Information Asset Owner (IAO) who is charged with managing access to such asset. The Corporate Compliance Department is notified of potential compliance issues relating to access to electronic information via a Transmission Compliance Review (TrC Review) which exists within ART. A TrC Review is triggered when a conflict between an individual's regulatory role classification and an asset's regulatory classification is detected. An individual's access request is suspended until the Corporate Compliance Department has responded to the TrC Review.

Workforce manages access requests for most of TransCanada's infrastructure assets (i.e. physical office location, access to floors, computer equipment, etc.). The Corporate Compliance Department relies on Workforce for the administration of office moves, floor access and the restricted floor reports.

Compliance Manager delivers strong detective controls, in delivering an automated process that enables Information Asset Owners to effectively and efficiently complete their quarterly review and certification of access controls. The certifications provide an additional control by ensuring that the list of individuals who have access to Regulated applications is verified on a regular basis.

As reported by TCPL in its 2014 Compliance Report two potential security gaps within SAP had been identified. The issues related to the Travel and Expense Assistant (TAE) and the General Ledger Reports. The TAE role did not have appropriate security permissions attached to it, and a potential vulnerability existed with the General Ledger Reports. Both issues were investigated, upgrades/fixes were implemented, and both issues have been resolved. To date there has been no indication that any improper exchange of information occurred.

TCPL Mainline has not received any complaints, inquiries, or disputes from internal or external parties during the Reporting Period regarding the application of Code provisions or TCPL Mainline's compliance with the Code.

2.6 Assessment of Compliance Plan Effectiveness

The TCPL Mainline Compliance Plan describes the measures, policies, procedures and monitoring mechanisms that TCPL Mainline employs to ensure its full compliance with the provisions of the Code. The Code also contains measures to ensure that TCPL Mainline's Affiliates comply with all aspects of the Code when interacting with TCPL Mainline.

The Compliance Plan has been effective in achieving the objectives of the Code, namely to:

- create a clearly defined set of rules to enhance transparency, fairness and senior management accountability with respect to interactions between TCPL, TCPL Mainline and their Affiliates;
- provide an environment in which inter-Affiliate economies and efficiencies can legitimately occur for the mutual advantage of TCPL Mainline's customers and TCPL shareholders;
- develop support and respect for the Code by the employees, officers and directors of TCPL, which will in turn promote ratepayer confidence in the application of the Code; and
- create regulatory processes and cost efficiencies through the consistent application of a clear set of standards and reporting requirements for transactions between TCPL, TCPL Mainline and their Affiliates, enhanced by a practical, resolution driven, dispute process.

Pursuant to section 7.2 of the Code and Plan, all employees are required to acknowledge receipt of the Code on commencement of their relationship or work with TCPL, and annually within 90 days of the end of the previous calendar year. TCPL provides numerous training modules to its employees on various topics throughout a calendar year. In order to avoid "training fatigue" the annual Inter-affiliate Codes/Standards of Conduct training is scheduled for deployment each fall. This schedule ensures that employees receive the maximum benefit from all of TCPL's mandatory training requirements.

2.7 Comprehensive Description of any Material Non-Compliance with the Code

TCPL Mainline is not aware of any circumstances involving a material non-compliance with the Code requirements during the Reporting Period.

2.8 Summary of Disputes, Complaints and Inquiry Activity

TCPL Mainline did not receive any formal complaints or disputes with respect to the application of the Code from internal or external parties during the Reporting Period. TCPL Mainline has encouraged parties to seek additional information or clarification of Code provisions and responsibilities if they had any questions or concerns. The only inquiries received by TCPL Mainline were routine informal inquiries from internal sources seeking guidance of an educational nature. These interactions did not in any way constitute disputes or complaints.

2.9 Affiliated Party Transaction Summary

A summary of the types of transactions and services between TCPL Mainline and Affiliates for the Reporting Period is provided in Appendix 6. The summary contains a general description of the transactions and services, the parties involved, and the approximate aggregate values associated with the arrangements.

2.10 Summary List of Any Exemptions to the Code including Emergency Services.

No exemptions to the Code were requested by or granted to TCPL Mainline during the Reporting Period. Similarly, no emergency services were provided to or received by TCPL Mainline during the Reporting Period.

2.11 Officer's Certificates

Two Officer's Certificates, one signed by the Compliance Officer and one signed by the Executive Vice-President and President, Natural Gas Pipelines are provided in Appendix 7. These officers attest to the completeness of the Compliance Report and TCPL Mainline's compliance with the Code over the Reporting Period.

3.0 CONCLUSION

TCPL Mainline believes it has complied with and operated in accordance with the provisions, spirit and intent of the Code for the Reporting Period. TCPL Mainline will post this Compliance Report on TCPL's corporate website and notify interested parties of its availability.

APPENDIX 1
TCPL MAINLINE COMPLIANCE PLAN

**TCPL Mainline
Code of Conduct
2015 Compliance Report**

TRANSCANADA PIPELINES LIMITED

CANADIAN MAINLINE

INTER-AFFILIATE CODE OF CONDUCT

COMPLIANCE PLAN

December 21, 2007

**TRANSCANADA PIPELINES LIMITED
CANADIAN MAINLINE
INTER- AFFILIATE CODE OF CONDUCT COMPLIANCE PLAN**

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**TRANSCANADA PIPELINES LIMITED
CANADIAN MAINLINE
INTER- AFFILIATE CODE OF CONDUCT COMPLIANCE PLAN**

1 PURPOSE AND OBJECTIVES

The purpose of this Compliance Plan is to detail the policies, measures, procedures and monitoring mechanisms that the TransCanada Pipelines Limited (TCPL) Mainline will use to ensure compliance with the provisions of the Code.

The Compliance Plan describes certain obligations and responsibilities of specified TCPL Mainline management representatives. All or a portion of the tasks described in this Compliance Plan may be delegated by the specified TCPL Mainline management representatives to other TCPL Mainline representatives.

The headings and numbering used in the Compliance Plan are consistent with the numbering used in the Code. Consequently, sections of the Code which require no further compliance measures are still retained in this Plan for numbering consistency.

Questions or comments concerning this Plan should be directed to the Compliance Officer at:

Chief Compliance Officer
TransCanada PipeLines Limited
450-1st Street S.W.
Calgary, Alberta
T2P 5H1

Telephone: (403) 920-2000
E-mail: chiefcomplianceoff@transcanada.com

Copies of the Code and the Compliance Plan may be obtained from TCPL's corporate website at www.transcanada.com or by contacting TCPL's Transmission Compliance Department at (403) 920-2000.

2 GENERAL PROVISIONS

2.1 Definitions

In this Compliance Plan, the following words and phrases shall have the following meanings:

- a) **"Affiliate"** means with respect to TCPL Mainline or TCPL:
- i) an "affiliate" as defined in the CBCA;
 - ii) a unit or division within TCPL or any Body Corporate referred to in clause (b)(i) above;
 - iii) a partnership, joint venture, or Person in which TCPL or any Body Corporate referred to in clause (b)(i) above has a controlling interest or that is otherwise subject to the control of TCPL or such Body Corporate, or that has or reasonably expects to have a commercial or operational arrangement with TCPL and TCPL or any Body Corporate

referred to in clause (b)(i) above owns more than 10% of the votes necessary to elect directors;

- iv) any partnership, joint venture, or Person deemed by the NEB to be an affiliate of TCPL Mainline or TCPL for the purposes of the Code; and
 - v) an agent or other Person acting on behalf of any Body Corporate, unit, division, partnership, joint venture or Person referred to in clauses (b)(i) to (iv) above.
- b) **“Affiliated Party Transactions Summary”** unless otherwise directed by the NEB, means in respect of any period of time, a summary overview of each type of business transaction or service performed by an Affiliate for TCPL Mainline or by TCPL Mainline for an Affiliate, which summary shall contain a general description of the transactions and services, the parties involved and the approximate aggregate value of each type of transaction or service during the said period.
- c) **“Body Corporate”** means a “body corporate” as defined in the CBCA.
- d) **“CBCA”** means the *Canada Business Corporations Act*.
- e) **“Code”** means the TCPL Mainline Code of Conduct.
- f) **“Compliance Officer”** shall have the meaning ascribed thereto in section 7.3 of the Code.
- g) **“Compliance Plan”** or **“Plan”** shall mean this document which is to be prepared and updated by TCPL Mainline pursuant to section 7.5 of the Code.
- g.1) **“Compliance Plan Committee”** shall mean a committee which shall meet at least quarterly and be comprised of at least the following TCPL representatives:
- President, Pipelines Division;
 - Controller;
 - Chief Compliance Officer; and
 - Senior Vice-President, Canadian and Eastern US Pipelines.
- h) **“Compliance Report”** shall have the meaning ascribed thereto in section 7.6 of the Code.
- h.1) **“Compliance Training Material”** means the material developed by the Compliance Officer which will be used to educate TCPL’s officers, employees, TCPL Mainline’s consultants, contractors and agents about the provisions of the Code and this Plan. At a minimum, the material will include information on:
- Impartial application of the TCPL Mainline tariff;
 - Equal access to TCPL Mainline services;
 - Avoiding undue influence of customers with respect to Affiliates;
 - Ensuring Affiliate compliance with the Code;
 - Treatment of Confidential Information related to customers; and

- The process for forwarding disputes, complaints or inquiries to the Compliance Officer.
- i) **“Confidential Information”** means any information relating to a specific customer or potential customer of TCPL Mainline, which information TCPL Mainline has obtained or compiled in the process of providing current or prospective TCPL Services and which is not otherwise available to the public.
- j) **“Cost Recovery Basis”** with respect to:
- i) the use by TCPL Mainline of an Affiliate’s personnel, means the fully burdened costs of such personnel for the time period they are used by TCPL Mainline, including salary, benefits, vacation, materials, disbursements and all applicable overheads;
 - ii) the use by TCPL Mainline of an Affiliate’s equipment, means an allocated share of capital and operating costs appropriate for the time period the equipment is utilized by TCPL Mainline;
 - iii) the use by an Affiliate of TCPL Mainline’s equipment, means an allocated share of the capital and operating costs appropriate for the time period the equipment is utilized by the Affiliate;
 - iv) the use by TCPL Mainline of an Affiliate’s services, means the complete costs of providing the services, determined in a manner acceptable to TCPL Mainline, acting prudently;
 - v) the use by an Affiliate of TCPL Mainline’s services, means the complete costs of providing the services, determined in a manner acceptable to TCPL Mainline, acting prudently; and
 - vi) the transfer of equipment, plant inventory, spare parts or similar assets between TCPL Mainline and a Regulated Affiliate, means the net book value of the transferred assets.
- k) **“Fair Market Value”** means the price reached in an open and unrestricted market between informed and prudent parties, acting at arms length and under no compulsion to act.
- l) **“For Profit Affiliate Service”** means any service, provided by TCPL on behalf of TCPL Mainline to an Affiliate, or by an Affiliate to TCPL on behalf of TCPL Mainline on a for-profit basis.
- m) **“Information Services”** means any computer systems, computer services, databases, electronic storage services or electronic communication media utilized by TCPL Mainline relating to TCPL Mainline customers or TCPL Mainline Services.
- n) **“NEB”** means the National Energy Board.
- o) **“Non-Executive Officer”** means an officer of TCPL who is not also a senior officer of TransCanada Corporation with an executive officer title.

- p) **“Non-Regulated Affiliate”** means an Affiliate that is not a Regulated Affiliate.
- q) **“Occasional Services”** shall have the meaning ascribed thereto in section 3.3.6 of the Code.
- r) **“Person”** means a “person” as defined in the CBCA.
- s) **“Regulated Affiliate”** means an Affiliate whose tolls and tariffs are regulated by the NEB, the Alberta Energy and Utilities Board or the Federal Energy Regulatory Commission.
- t) **“Services Agreement”** means an agreement entered into between TCPL and one or more Affiliates for the provision of Shared Services or For Profit Affiliate Services to or from TCPL Mainline and shall provide for the following matters as appropriate in the circumstances:
 - i) the type, quantity and quality of service;
 - ii) pricing, allocation or cost recovery provisions;
 - iii) confidentiality arrangements;
 - iv) the apportionment of risk;
 - v) dispute resolution provisions; and
 - vi) a representation by TCPL and each Affiliate party to the agreement that the agreement complies with the Code.
- u) **“Shared Service”** means any service provided on a Cost Recovery Basis by TCPL on behalf of TCPL Mainline to an Affiliate or by an Affiliate to TCPL on behalf of TCPL Mainline.
- v) **“TCPL”** means TransCanada PipeLines Limited.
- w) **“TCPL Mainline”** means the TCPL line of business under which TCPL owns and operates a high pressure natural gas transmission system that extends from the Alberta border across Saskatchewan, Manitoba, Ontario, and through a portion of Quebec, and connects to various downstream Canadian and international pipelines.
- x) **“TCPL Mainline Service”** means a TCPL Mainline service, the terms and conditions of which are regulated by the NEB.

2.2 Interpretation

Headings are for convenience only and shall not affect the interpretation of this Plan. Words importing the singular include the plural and vice versa. A reference to a statute, document or a provision of a document includes an amendment or supplement to, or a replacement of, that statute, document or that provision of that document.

2.3 To Whom this Plan Applies

All directors, officers, representatives, consultants, contractors and agents of TCPL Mainline are obligated to comply with the applicable provisions of this Plan and all directors, officers,

representatives, consultants, contractors and agents of Affiliates of TCPL Mainline are obligated to comply with the applicable provisions of this Plan to the extent they interact with TCPL Mainline.

2.4 Coming into Force

This Plan comes into force upon filing with the NEB.

2.5 Amendments to this Plan

This Plan may be reviewed and amended from time to time by the NEB, on its own initiative or pursuant to a request by any party to whom this Plan applies or by any interested and affected party.

2.6 Exemptions

TCPL Mainline may apply to the NEB for an exemption with respect to compliance with any provision of this Plan.

2.7 Retained for Numbering Consistency.

3 GOVERNANCE AND SEPARATION OF TCPL BUSINESS

3.1 Governance

3.1.1 Separate Operations

Policy: TCPL's Mainline commercial business and affairs should be managed and conducted separately from the commercial business and affairs of its Non-Regulated Affiliates, except as required to fulfill corporate governance, policy, and strategic direction responsibilities of a corporate group of businesses as a whole.

Compliance Measures:

1. Compliance Training Material will be presented or delivered on an annual basis to all Canadian based TCPL officers and employees including TCPL Mainline management team members. Acknowledgements attesting to the completion of this training will be collected and retained electronically or in paper format.
2. Within 90 days of the end of the previous calendar year, the Compliance Officer will provide the Compliance Plan Committee with a written report identifying whether any Canadian based TCPL officers and employees have not acknowledged completion of the Compliance Training Material.
3. The Compliance Plan Committee will review the above report within 90 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review.

3.1.2 Retained for Numbering Consistency

3.1.3 Separate Management

Policy: Subject to Section 3.1.4 of the Code, TCPL Mainline will have a separate management team and separate officers from its Non-Regulated Affiliates, but may share management team members or officers with other Regulated Affiliates.

Compliance Measures:

1. The Compliance Officer will maintain an up-to-date list of TCPL Mainline management team members and officers.
2. At each meeting of the Compliance Plan Committee, the list of TCPL Mainline management team members and officers will be compared to the current management team members and officers of those Non-Regulated Affiliates with which TCPL Mainline has or expects to have a commercial or operational arrangement, and the minutes of the meeting will reflect the outcome of this comparison.
3. Any conflict with this policy identified as a result of the above review will be treated as an inquiry under the Code (see Section 8).

3.1.4 Retained for Numbering Consistency

3.1.5 Guiding Principle

Policy: No individual shall act both as a director, officer or member of a management team of TCPL Mainline and as a director, officer or member of a management team of any other Affiliate (thereby acting in a dual capacity) unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the spirit and intent, of the Code.

Compliance Measures:

1. The Compliance Officer will maintain an up-to-date list of directors, officers and members of the management team of TCPL Mainline who also act as directors, officers and members of the management team of an Affiliate.
2. All such directors, officers, and members of the management team of TCPL Mainline who also act as directors, officers, and members of the management team of an Affiliate will, on commencement of such dual responsibilities, provide a certificate to the Compliance Officer that stipulates that he/she is aware of the provisions of Section 3.1.5 of the Code, and that he/she will carry out his/her responsibilities in a manner which will preserve the form, and the spirit and intent of the Code.

3. Within 60 days of the end of each calendar year, all such directors, officers, and members of the management team of TCPL Mainline who also act as directors, officers, and members of the management team of an Affiliate, will provide a certificate to the Compliance Officer that stipulates that he/she is aware of the provisions of Section 3.1.5 of the Code and that he/she has carried out his/her responsibilities in a manner which preserved the form, and the spirit and intent of the Code.
4. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2 Degree of Separation

3.2.1 Accounting Separation

Policy: TCPL Mainline shall maintain accounting separation of TCPL Mainline from all Affiliates and shall maintain separately identifiable financial records and books of accounts.

Compliance Measures:

1. The Controller for TCPL will ensure the accounts and records of TCPL Mainline are kept separate from the accounts and records of Affiliates.
2. The Controller for TCPL will provide a signed certificate, in the form attached as Schedule “B” to this Plan, attesting to the accounting separation of TCPL from all Affiliates and the maintenance of separate financial records and books of accounts, to the Compliance Officer within 60 days of the end of the previous calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2.2 Separation of Information Services

Policy: Where TCPL Mainline shares Information Services with a Non-Regulated Affiliate, all Confidential Information will be protected from unauthorized access by the Non-Regulated Affiliate.

Compliance Measures:

1. The Vice President, Information Services will ensure that appropriate data management and data access protocols are in place before Information Services are shared with a Non-Regulated Affiliate. These protocols will include a

requirement for written requests for access and a process for review, approval or rejection, and documentation of such requests.

2. The Senior Vice-President, Canadian and Eastern US Pipelines will provide a signed certificate in the form attached as Schedule “B” to this Plan, attesting to the protection from unauthorized access by Non-Regulated Affiliates to shared Information Services, to the Compliance Officer within 60 days of the end of the previous calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.2.3 Financial Transactions with Affiliates

Policy: Any loan, investment, or other financial support provided by TCPL Mainline to a Non-Regulated Affiliate is to be provided on terms no more favorable than what that Non-Regulated Affiliate would be able to obtain as a stand-alone entity from the capital markets.

Compliance Measures:

1. TCPL Mainline is not capable of providing loans, investments or other financial support of any kind, as TCPL Mainline is not a legal entity per se. Any loans, investments or other financial support made by TCPL to an Affiliate will be distinct and will not be made on behalf of the TCPL Mainline.

3.2.4 Physical Separation

Policy TCPL Mainline shall put appropriate measures in place to restrict physical access of representatives with commercial responsibilities for Non-Regulated Affiliates to Confidential Information.

Compliance Measures:

1. TCPL Mainline will identify the primary physical locations of Confidential Information and implement appropriate security-controlled access to these locations by Non-Regulated Affiliates through the restriction of card-key access or other appropriate means.
2. The Senior Vice-President, Canadian and Eastern US Pipelines will provide a certificate in the form attached as Schedule “B” to this Plan, attesting that TCPL Mainline has implemented appropriate security-controlled physical access to Confidential Information, to the Compliance Officer within 60 days of the end of the previous calendar year.

3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.3 Resource Sharing

3.3.1 Sharing of Assets

Policy: The operational plant, assets and equipment of TCPL Mainline shall be separately identifiable from the operation plant, assets and equipment of other TCPL lines of business and separated in ownership from the operational plant, assets and equipment of other Non-Regulated Affiliates.

Compliance Measures:

1. The Controller for TCPL will maintain an inventory of all plant, assets and equipment directly owned by or allocated to the TCPL Mainline which the TCPL Mainline shares with Affiliates.
2. Within 60 days of the end of each calendar year, the Controller for TCPL will provide an annual report to the Compliance Plan Committee of all plant, assets and equipment directly owned by or allocated to TCPL Mainline which TCPL Mainline shared with Affiliates, identifying whether such sharing was done on a cost recovery or for-profit basis.
3. The Compliance Plan Committee will review the above report within 90 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods by which plant, assets and equipment directly owned by or allocated to TCPL Mainline are shared with Affiliates.
4. Any recommendations by the Compliance Plan Committee for changes to the methods by which plant, assets and equipment directly owned by or allocated to TCPL Mainline are shared with Affiliates will be treated as an inquiry under the Code (see Section 8).

3.3.2 Shared Services Permitted

Policy: TCPL in operating TCPL's Mainline business, may obtain Shared Services from, or provide Shared Services to, an Affiliate where it is prudent to do so provided that each of TCPL Mainline and its Affiliates bears its proportionate share of costs.

Compliance Measures:

1. The Compliance Officer will maintain an inventory of all Shared Services obtained from, or provided to, an Affiliate.
2. Shared Services will be documented by Services Agreements.
3. On an annual basis, TCPL Mainline will review the prudence of existing Shared Services Agreements and report the results to the Compliance Plan Committee. Any Services Agreements which are determined imprudent to continue will be revised or terminated as permitted under the terms of the Services Agreements.
4. Any recommendations by the Compliance Plan Committee for changes to existing Shared Services Agreements will be treated as an inquiry under the Code (see Section 8).

3.3.3 Retained for Numbering Consistency

3.3.4 Sharing of Employees

Policy: TCPL Mainline may share employees with an Affiliate on a Cost Recovery Basis, subject to the restrictions described in sections 3.3.4.1 and 3.3.4.2 of the Code.

Compliance Measures:

1. The Compliance Officer will keep an up-to-date list of all TCPL Mainline positions for which TCPL Mainline can not share representatives with Non-Regulated Affiliates under Section 3.3.4.2 of the Code.
2. The Senior Vice-President, Canadian and Eastern US Pipelines will provide a certificate in the form attached as Schedule “B” to this Plan, attesting that TCPL Mainline has adhered to this policy, to the Compliance Officer within 60 days of the end of the previous calendar year.
3. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

3.3.5 Occasional Services Permitted

Policy: TCPL Mainline may receive, or provide, one-off, infrequent or occasional services to, or from, an Affiliate on a Cost Recovery Basis, documented by way of work order, purchase order or similar instrument. In the event that occasional services become material as to value, frequency or use of resources, TCPL shall enter into a Services Agreement with the Affiliate for Shared Services.

Compliance Measures:

1. The Senior Vice-President, Canadian and Eastern US Pipelines will ensure that all Occasional Services provided to, or received from, an Affiliate are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order, or similar instrument.
2. Within 60 days of the end of the previous calendar year, the Senior Vice-President, Canadian and Eastern US Pipelines will provide a report on any Occasional Services provided to or received from an Affiliate to the Compliance Plan Committee, indicating whether the Services were provided on a Cost Recovery Basis, were properly documented, and remain non-material.
3. The Compliance Plan Committee will review the above report within 90 days of the end of the previous calendar year. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services.
4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Occasional Services will be treated as an inquiry under the Code (see Section 8).

3.3.6 Emergency Services Permitted

Policy: In the event of an emergency, TCPL Mainline may share services and resources with an Affiliate without a Services Agreement on a Cost Recovery Basis.

Compliance Measures:

1. The Senior Vice-President, Canadian and Eastern US Pipelines will ensure that all emergency services and resources provided to, or received from an Affiliate in the event of an emergency are provided on a Cost Recovery Basis, and are documented by way of an approved work order, purchase order or similar instrument.
2. Within 60 days of the end of the previous calendar year, the Senior Vice-President, Canadian and Eastern US Pipelines will provide on behalf of TCPL Mainline a report on any Emergency Services provided to or received from an Affiliate, to the Compliance Plan Committee, indicating whether the Services were provided on a Cost Recovery Basis, were properly documented, and remain non-material.
3. The Compliance Plan Committee will review the above report within 90 days of the end of the previous calendar year. The minutes of the meeting at which the

report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services.

4. Any recommendations by the Compliance Plan Committee for changes to the provision, receipt and documentation of Emergency Services will be treated as an inquiry under the Code (see Section 8).

4 TRANSFER PRICING

4.1 For Profit Affiliate Services

Policy: TCPL may, when it determines it is prudent in operating TCPL's Mainline business to do so, obtain For Profit Affiliate Services from an Affiliate or provide For Profit Affiliate Services to an Affiliate, subject to the provisions in Sections 4.2 and 4.3 of the Code.

Compliance Measures:

1. The Compliance Officer will maintain an inventory of all For Profit Affiliate Services which TCPL on behalf of TCPL Mainline has obtained directly or indirectly from, or provided to, an Affiliate.
2. All existing, new or revised For Profit Affiliate Services will be documented by a Services Agreement, duly executed by TCPL employees with the appropriate signing authority on behalf of TCPL Mainline.
3. Prior to TCPL implementing a new or revised For Profit Affiliate Service to receive services directly or indirectly from an Affiliate on behalf of TCPL Mainline, the Services Agreement and a supporting business case will be reviewed and approved by the Senior Vice-President, Canadian and Eastern US Pipelines.
4. Prior to TCPL implementing a new or revised For Profit Affiliate Service to provide services to an Affiliate on behalf of TCPL Mainline, the Services Agreement, and a description of the process and underlying information used to determine that the For Profit Affiliate Service is to be provided at a price which is no less than Fair Market Value, will be reviewed and approved by the Senior Vice-President, Canadian and Eastern US Pipelines. Fair Market Value will be determined in a manner consistent with Section 4.5 of the Code.
5. On an annual basis, TCPL will review the prudence of existing TCPL Mainline For Profit Affiliate Services Agreements. Any Services Agreements which are determined imprudent to continue will be revised or terminated as permitted under the terms of the Services Agreements. Any recommendations by the Compliance Plan Committee for changes to existing Services Agreements will be treated as an inquiry under the Code (see Section 8).

4.2 Retained for Numbering Consistency

4.3 Retained for Numbering Consistency

4.4 Asset Transfers

Policy: Assets transferred, mortgaged, leased or otherwise disposed of by TCPL on behalf of TCPL Mainline to a Non-Regulated Affiliate shall be at Fair Market Value.

Compliance Measures:

1. The Senior Vice-President, Canadian and Eastern US Pipelines will approve any asset transfers, mortgages, leases, or other dispositions by TCPL on behalf of TCPL Mainline to a Non-Regulated Affiliate, and will ensure that such asset transfers are at Fair Market Value.
2. Within 60 days of the end of the previous calendar year, the Controller for TCPL will provide a report to the Compliance Plan Committee detailing any asset transfers from TCPL on behalf of TCPL Mainline to Non-Regulated Affiliates. The report will describe the manner in which the asset transfers were determined to be at Fair Market Value.
3. Within 90 days of the end of the previous calendar year, the Compliance Plan Committee will review the above report. The minutes of the meeting at which the report is reviewed will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are at Fair Market Value.
4. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers from TCPL on behalf of TCPL Mainline to Non-Regulated Affiliates are priced at Fair Market Value will be treated as an inquiry under the Code (see Section 8).

4.5 Retained for Numbering Consistency

4.6 Asset Transfers Between TCPL Mainline and Regulated Affiliates

Policy: Where operational efficiencies between TCPL Mainline and Regulated Affiliates can be obtained through the use of common facilities (such as shared warehousing or field offices), combined purchasing power or through the use of other cost saving procedures, individual assets or groups of assets used in TCPL Mainline and Regulated Affiliates' operations (such as equipment, plant inventory, spare parts or similar assets) may be transferred in the ordinary course of business between TCPL Mainline and Regulated Affiliates at net book value or other

reasonable standard acceptable to the Board. All such transactions shall be properly accounted for on the books of TCPL.

Compliance Measures:

1. The Controller for TCPL will ensure that the transfer of individual assets or groups of assets between TCPL on behalf of TCPL Mainline and Regulated Affiliates is done at net book value or other reasonable standard acceptable to the Board.
2. Within 60 days of the end of the previous calendar year, the Controller for TCPL will provide a report to the Compliance Plan Committee detailing the transfer of individual assets or groups of assets between TCPL on behalf of TCPL Mainline and Regulated Affiliates.
3. Within 90 days of the end of the previous calendar year, the Compliance Plan Committee will review the above report. The minutes of the meeting at which the report is reviewed and approved will reflect the results of the review, including any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers are done at net book value or other reasonable standard acceptable to the Board.
4. Any recommendations by the Compliance Plan Committee for changes to the methods used to ensure that asset transfers between TCPL on behalf of TCPL Mainline and Affiliates are valued at net book value or other reasonable standard acceptable to the Board, will be treated as an inquiry under the Code (see Section 8).

5 EQUAL TREATMENT WITH RESPECT TO TCPL MAINLINE SERVICES

5.1 Impartial Application of Tariff

Policy: TCPL Mainline shall apply and enforce all tariff provisions relating to TCPL Mainline Services impartially, in the same timeframe, and without preference in relation to its Affiliates and all other customers or prospective customers.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

5.2 Equal Access

Policy: TCPL Mainline shall not favor any Affiliate with respect to access to information concerning TCPL Mainline Services or with respect to the obtaining of, or the scheduling of, TCPL Mainline Services. Requests by an Affiliate or an Affiliate's customers for access to TCPL Mainline Services shall be processed and provided in the same manner as would be

processed or provided for other customers or prospective customers of TCPL Mainline.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

5.3 No Undue Influence

Policy: TCPL Mainline shall not condition or otherwise tie the receipt of TCPL Mainline Services to a requirement that a customer must also deal with an Affiliate. TCPL Mainline shall ensure that its representatives do not, explicitly or by implication, suggest that an advantage will accrue to a customer in dealing with TCPL Mainline if the customer also deals with an Affiliate of TCPL Mainline.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

5.4 Affiliate Activities

Policy: TCPL Mainline shall take reasonable steps to ensure that an Affiliate does not imply in its marketing material or otherwise, favored treatment or preferential access to TCPL Mainline Services.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

5.5 Retained for Numbering Consistency

6 CONFIDENTIALITY OF INFORMATION

6.1 TCPL Mainline Information

Policy Subject to section 6.2 of the Code, TCPL Mainline shall not provide Non-Regulated Affiliates with information relating to the planning, operations, finances or strategy of TCPL Mainline before such information is publicly available.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

6.2 Management Exception

Policy: Officers of TCPL who are also officers of an Affiliate as permitted pursuant to section 3.1.4 of the Code may disclose, subject to the provisions of section 3.1.5 of the Code, TCPL Mainline planning,

operational, financial and strategic information to the Affiliate to fulfill their responsibilities with respect to corporate governance, policy and strategic direction of an affiliated group of businesses, but only to the extent necessary and not for any other purpose.

Compliance Measures:

See the Compliance Measures in Section 3.1 of this Plan.

6.3 No Release of Confidential Information

Policy: Subject to section 6.5 of the Code, TCPL Mainline shall not release to an Affiliate Confidential Information relating to a customer or prospective customer, without receiving the prior written consent of the customer or prospective customer, unless such Confidential Information may be disclosed to an Affiliate in connection with an inquiry described in Section 6.3 of the Code.

Compliance Measures:

1. TCPL will obtain written approval from a customer, or prospective customer, indicating their consent for TCPL Mainline to share Confidential Information relating to the customer or prospective customer with an Affiliate before the information is shared, unless such Confidential Information may be either disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, or may be released to a Regulated Affiliate under Section 6.5 of the Code.
2. Written consent received from a customer or prospective customer will be provided by TCPL Mainline management to the Compliance Officer, who will maintain the consent documentation on file as a record of the approval. TCPL Mainline management will confirm in writing to the Compliance Officer that the Confidential Information was not shared prior to obtaining customer consent.
3. If Confidential Information is to be disclosed to an Affiliate in connection with a disclosure required under Section 6.3 of the Code, the Compliance Officer will verify the circumstances and, if appropriate, will provide an authorization in writing prior to the information being released.
4. The Senior Vice-President, Canadian and Eastern US Pipelines will provide a certificate, in the form attached as Schedule “B” to this Plan, attesting that TCPL Mainline has not released Confidential Information related to a customer or prospective customer, other than in connection with a disclosure required under Section 6.3 of the Code or allowed under Sections 6.4 and 6.5 of the Code, without receiving the prior written consent of the customer or prospective customer in accordance with applicable privacy laws, to the Compliance Officer within 60 days of the end of the previous calendar year.

5. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

6.4 Aggregated Confidential Information

Policy: TCPL Mainline may disclose Confidential Information when aggregated with the Confidential Information of other customers in such a manner that an individual customer's Confidential Information can not be identified.

Compliance Measures:

1. The Senior Vice-President, Canadian and Eastern US Pipelines will provide a certificate, in the form attached as Schedule "B" to this Plan, attesting that TCPL Mainline has not disclosed Confidential Information related to a customer or prospective customer, other than in connection with a disclosure required under Section 6.3 of the Code or allowed under Sections 6.4 and 6.5 of the Code, without receiving the prior written consent of the customer or prospective customer in accordance with applicable privacy laws, to the Compliance Officer within 60 days of the end of the previous calendar year.
2. The Compliance Officer will maintain a record of the above certificates. Any failure to provide a certificate, or the provision of a certificate which does not demonstrate adherence to the Code, will be treated as an inquiry under the Code (see Section 8).

6.5 Release of Confidential Information to Regulated Affiliates

Policy: TCPL Mainline may release Confidential Information on an as-needed basis, to a Regulated Affiliate that is operated by the same entity that operates TCPL Mainline, or is operated by any Affiliate of TCPL Mainline, provided that the Regulated Affiliate does not release the Confidential Information to any other entity without receiving the prior written consent of the customer.

Compliance Measures:

See the Compliance Measures in Section 6.3 of this Plan.

7 COMPLIANCE MEASURES

7.1 Responsibility for Compliance

Policy: TCPL Mainline shall be responsible for ensuring compliance with the Code.

Compliance Measures:

See the Compliance Measures in Section 7.2 of this Plan.

7.2 Communication of Code

Policy: TCPL Mainline shall communicate the contents of the Code, and any modifications to it from time to time, to each of its directors, officers, employees, consultants, contractors, agents and Affiliates, and make the Code available on TCPL's web site.

Compliance Measures:

1. A copy of the Code will be provided or made available to each officer and employee of TCPL on commencement of their relationship or work with TCPL.
2. All TCPL officers and employees will provide a signed acknowledgement that they have received or have access to, and are familiar with, the Code on the commencement of their relationship or work with TCPL. TCPL will maintain a record of the acknowledgements.
3. The Compliance Officer will, on an annual basis, provide copies of the Code to a senior officer of Affiliates that have or are reasonably expected to have commercial or operational relationships with TCPL Mainline.
4. On an annual basis, and within 90 days of the end of the previous calendar year, each TCPL officer and employee will confirm that they have received or have available to them a current copy of the Code, are aware of its contents, agree to abide by its requirements, and have abided by its requirements in the previous year. TCPL will maintain a record of the written acknowledgments.
5. Within 90 days of the end of the previous calendar year, the Compliance Officer will provide the Compliance Plan Committee a written report identifying which, if any, TCPL officers and employees have not acknowledged receipt or availability to them of a current copy of the Code, awareness of its contents, and agreement to abide by its requirements.
6. The Compliance Officer will post the Code and Plan on TCPL's web site.

7.3 Retained for Numbering Consistency

7.4 Responsibilities of the Compliance Officer

Policy: The Compliance Officer will discharge the responsibilities set out in Section 7.4 of the Code.

Compliance Measures:

1. The responsibilities of the Compliance Officer are described in Section 7.4 of the Code, as amended from time to time.
2. Within 90 days of the end of the previous calendar year, the Compliance Officer will prepare a report to the Compliance Plan Committee detailing the manner in which he/she has discharged the above responsibilities. The report will be prepared in a manner consistent with Section 7.4 of the Code. The records required to be maintained by the Compliance Officer pursuant to Section 7.4 of the Code will be retained for a period of six years in a manner sufficient to support a third party audit of the state of compliance with the Code.
3. At its next meeting following receipt of the above report, the Compliance Plan Committee will review the report. The results of the review and any recommendations by the Compliance Plan Committee for improvements to the manner in which the Compliance Officer discharges the above responsibilities will be detailed in the minutes of the meeting.
4. Any recommendations by the Compliance Plan Committee for changes to the manner in which the Compliance Officer discharges the above responsibilities will be treated as an inquiry under the Code (see Section 8).

7.5 The Compliance Plan

Policy: TCPL Mainline will prepare a Compliance Plan, review it at least annually, and update it as necessary.

Compliance Measures:

1. A copy of the Plan, indicating the date of its last review, will be filed with the NEB as part of TCPL's annual Compliance Report.

7.6 The Compliance Report

Policy: TCPL Mainline will prepare a Compliance Report in accordance with Section 7.6 of the Code, and file it with the NEB within 120 days of the fiscal year end of TCPL. The Compliance Report will be posted on TCPL's web site, and interested parties will be advised when the Compliance Report is available.

Compliance Measures:

1. The Compliance Report will meet the requirements of Section 7.6 of the Code, as amended from time to time.

2. TCPL Mainline shall provide to the NEB a quarterly exception report within 60 days of each quarter-end. The report will include the following information, if applicable, for the relevant period:
 - a) a description of any material non-compliance with the Code and an explanation of steps taken to correct such non-compliance; and
 - b) a summary of disputes, complaints and inquiry activity, subject to the confidentiality requirements of section 8.1.

7.7 Retained for Numbering Consistency

7.8 Retained for Numbering Consistency

8 DISPUTES, COMPLAINTS AND INQUIRIES

8.1 Filing with the Compliance Officer

Policy: Disputes, complaints or inquiries from within TCPL or from external parties respecting the application of, or alleged non-compliance with, the Code shall be submitted in writing to the Compliance Officer and may be made confidentially. The identity of the party making the submission to the Compliance Officer shall be kept confidential by the Compliance Officer unless the party otherwise agrees.

Compliance Measures:

1. The Compliance Officer will keep records of all written disputes, complaints or inquiries.
2. The Compliance Officer will ensure that appropriate instructions for sending disputes, complaints, or inquiries to the Compliance Officer are posted on TCPL's website.
3. The Compliance Officer will ensure that a description of the process for investigation of disputes, complaints or inquiries is posted on TCPL's website.

8.2 Processing by TCPL Mainline

8.2.1 Compliance Officer Acknowledgment

Policy: The Compliance Officer shall acknowledge all disputes, complaints or inquiries in writing within five working days of receipt.

Compliance Measures:

See the Compliance Measures in Section 8.1 of this Plan.

8.2.2 Disposition

Policy: The Compliance Officer shall respond to the dispute, complaint or inquiry within 21 working days of its receipt. The response shall include a description of the dispute, complaint or inquiry and the initial response of TCPL Mainline to the issues identified in the submission. TCPL Mainline's final disposition of the dispute, complaint or inquiry shall be completed as expeditiously as possible in the circumstances, and in any event within 60 days of receipt of the dispute, complaint or inquiry, except where the party making the submission otherwise agrees.

Compliance Measures:

See the Compliance Measures in Section 8.1 of this Plan.

8.3 Referral to the NEB

Policy: The Compliance Officer shall ensure that instructions on how to refer disputes to the NEB are contained on the TCPL website.

Compliance Measures:

1. The Compliance Officer will ensure that appropriate instructions for referring disputes to the NEB are posted on TCPL's website.

9 NON-COMPLIANCE WITH THE CODE

9.1 Retained for Numbering Consistency

9.2 Retained for Numbering Consistency

SCHEDULE A – OFFICERS CERTIFICATE

OFFICER'S CERTIFICATE

To: The National Energy Board

I, _____ of the City of _____, in the Province of Alberta, acting in my position as an officer of TransCanada PipeLines Limited (TCPL) and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with TCPL is _____, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the TCPL Mainline Code of Conduct (the Code).
3. I have read the Code, the Compliance Plan of TCPL Mainline dated _____ and the Compliance Report of TCPL Mainline dated _____.
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, employee, representative, consultant, contractor or agent of TCPL or TCPL Mainline, as applicable, or by any Affiliate of TCPL Mainline (including any director, officer, employee, representative, consultant, contractor or agent of the Affiliate) with respect to the any interaction between an Affiliate and TCPL Mainline that is not fully and accurately described in the Compliance Report.

Name: _____

Title: _____

Date: _____

SCHEDULE B – COMPLIANCE CERTIFICATE

To The TransCanada PipeLines Limited (TCPL) Compliance Officer and the TCPL
Compliance Plan Committee

I, _____ of the City of _____, in the Province of
Alberta, acting in my position as an officer of TCPL and not in my personal capacity, to the best
of my knowledge do hereby certify as follows:

1. Section _____ of the TCPL Mainline Compliance Plan requires me to provide this
Compliance Certificate on or before _____.
2. My position with TCPL Mainline is _____, and as such I have
personal knowledge of, or have conducted due inquiry of individuals who have personal
knowledge of the facts and matters herein stated.
3. For the period of _____ to _____, TCPL Mainline has
been in compliance with the requirements of Section _____ of the Code, with the
exception (if any) of the items described on the attached sheet.

Name: _____

Title: _____

Date: _____

APPENDIX 2
CORPORATE ORGANIZATION CHART

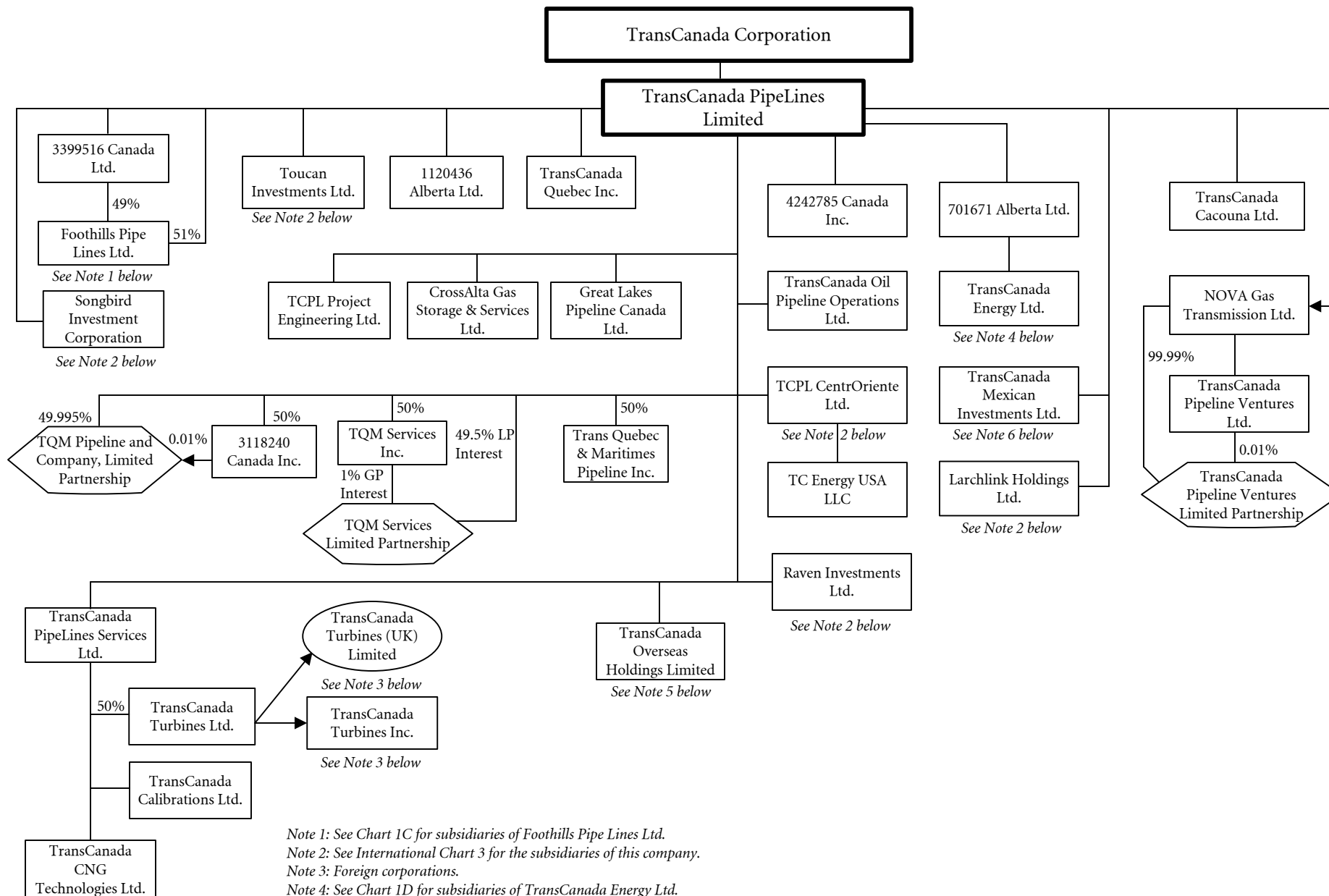
TCPL Mainline
Code of Conduct
2015 Compliance Report

Chart 1

Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited

Canadian Active Subsidiaries & Affiliates

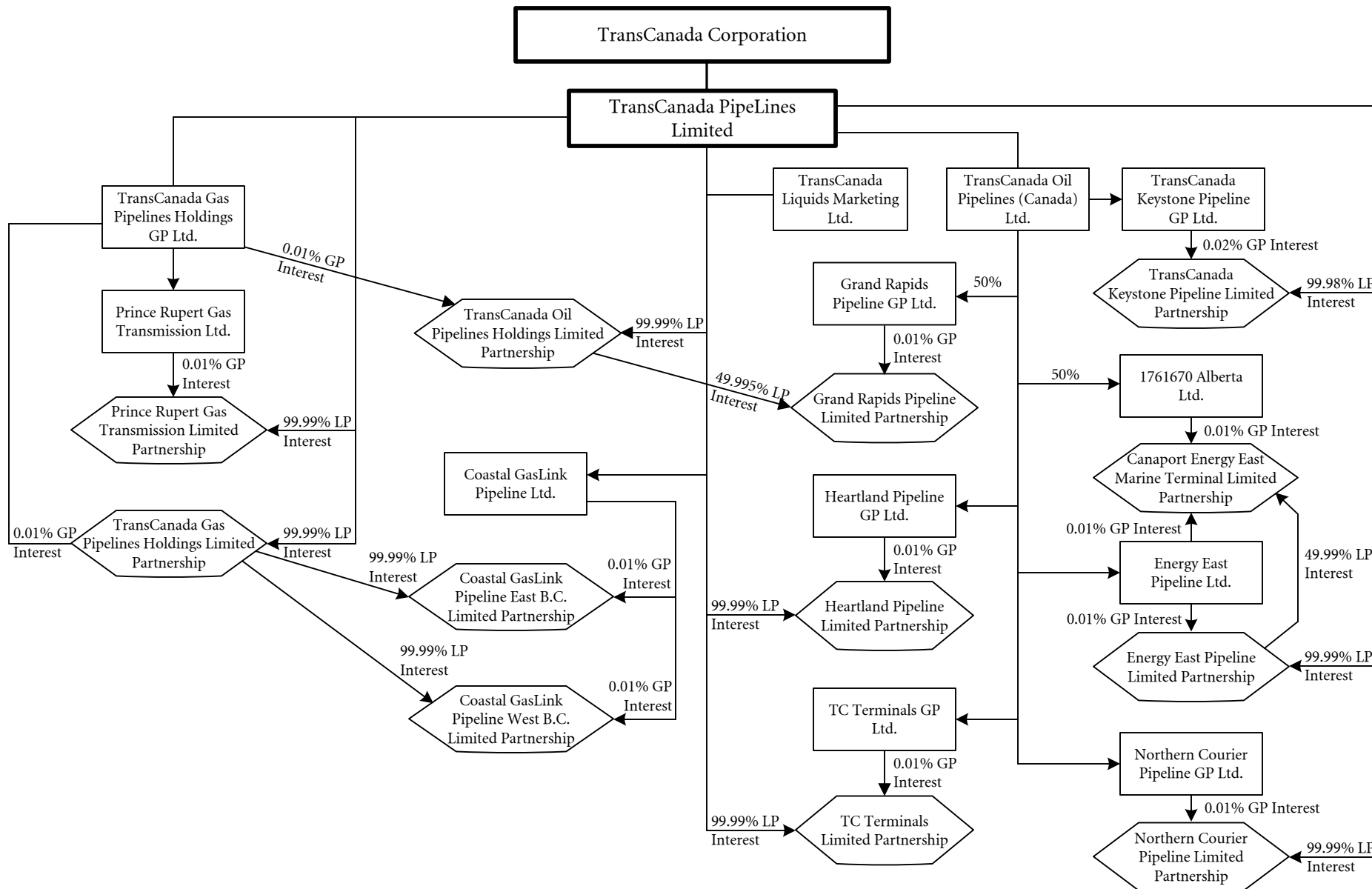
100% owned unless otherwise indicated



Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
Canadian Active Subsidiaries & Affiliates as it relates to
Prince Rupert, Coastal, TransCanada Liquids Marketing Ltd., Energy East,
Grand Rapids, Heartland, Keystone, Northern Courier and TC Terminals.

Chart 1A

100% owned unless otherwise indicated

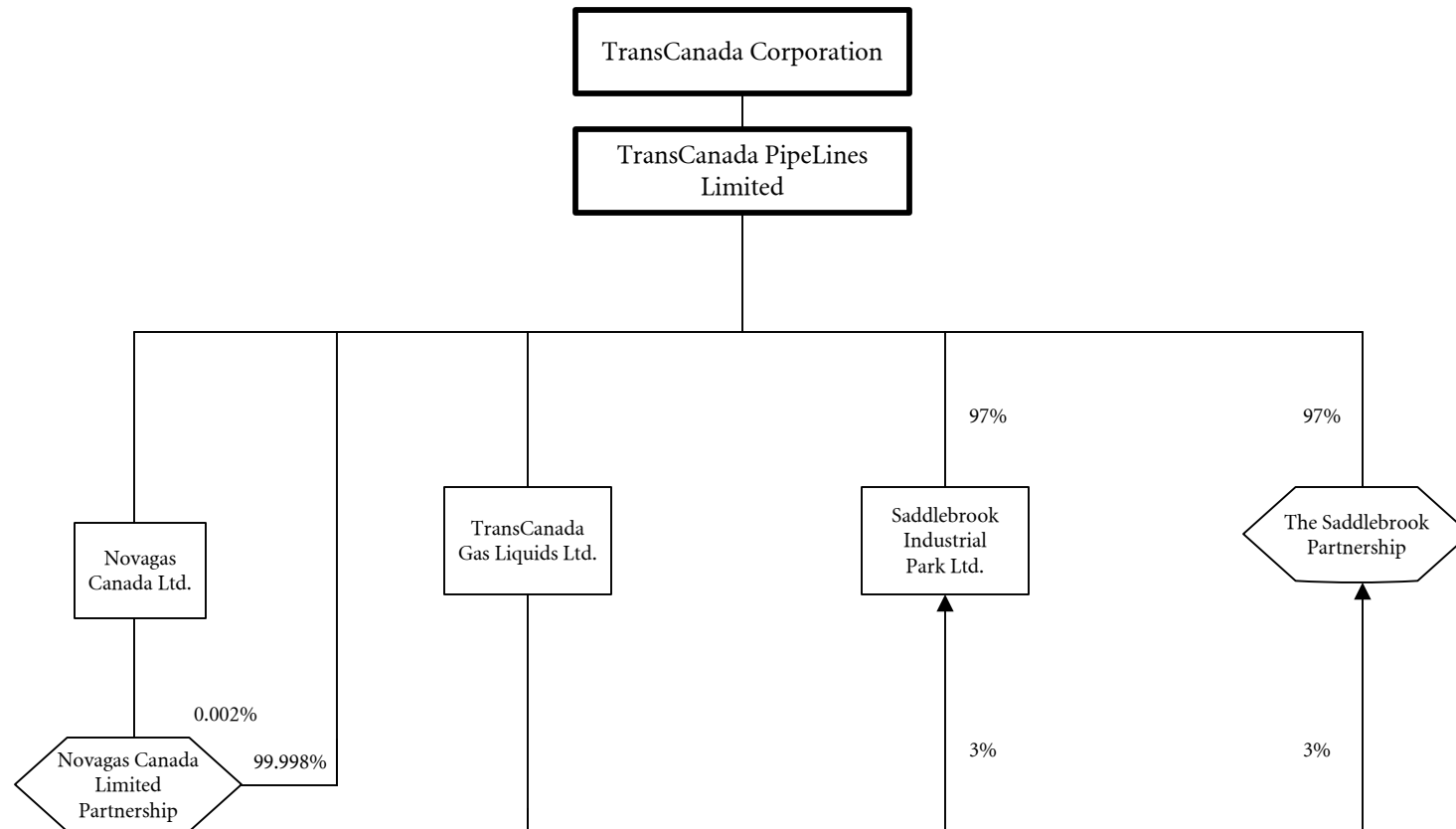


December 31, 2015

Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited

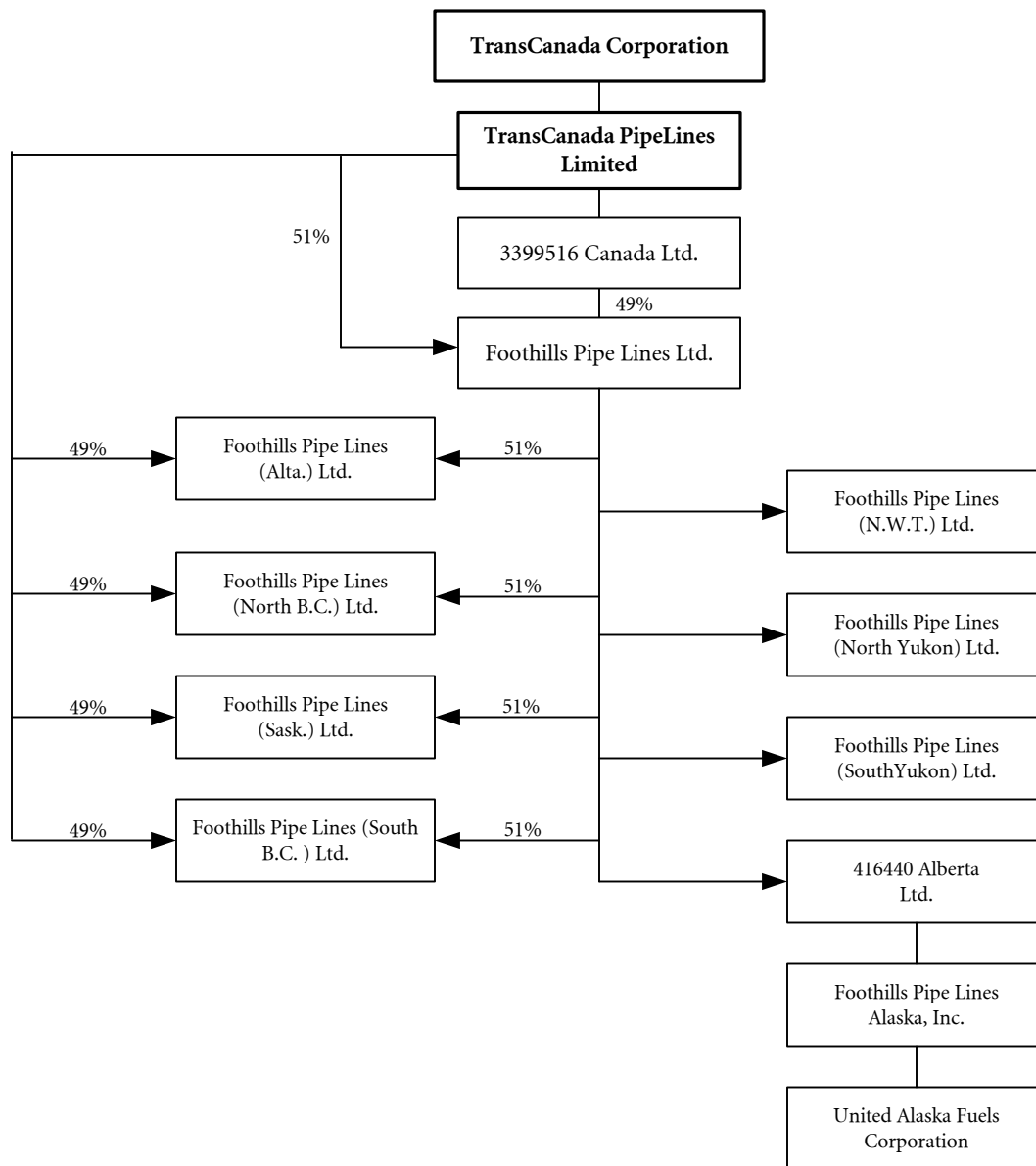
Canadian Midstream Active Subsidiaries & Affiliates

100% owned unless otherwise indicated



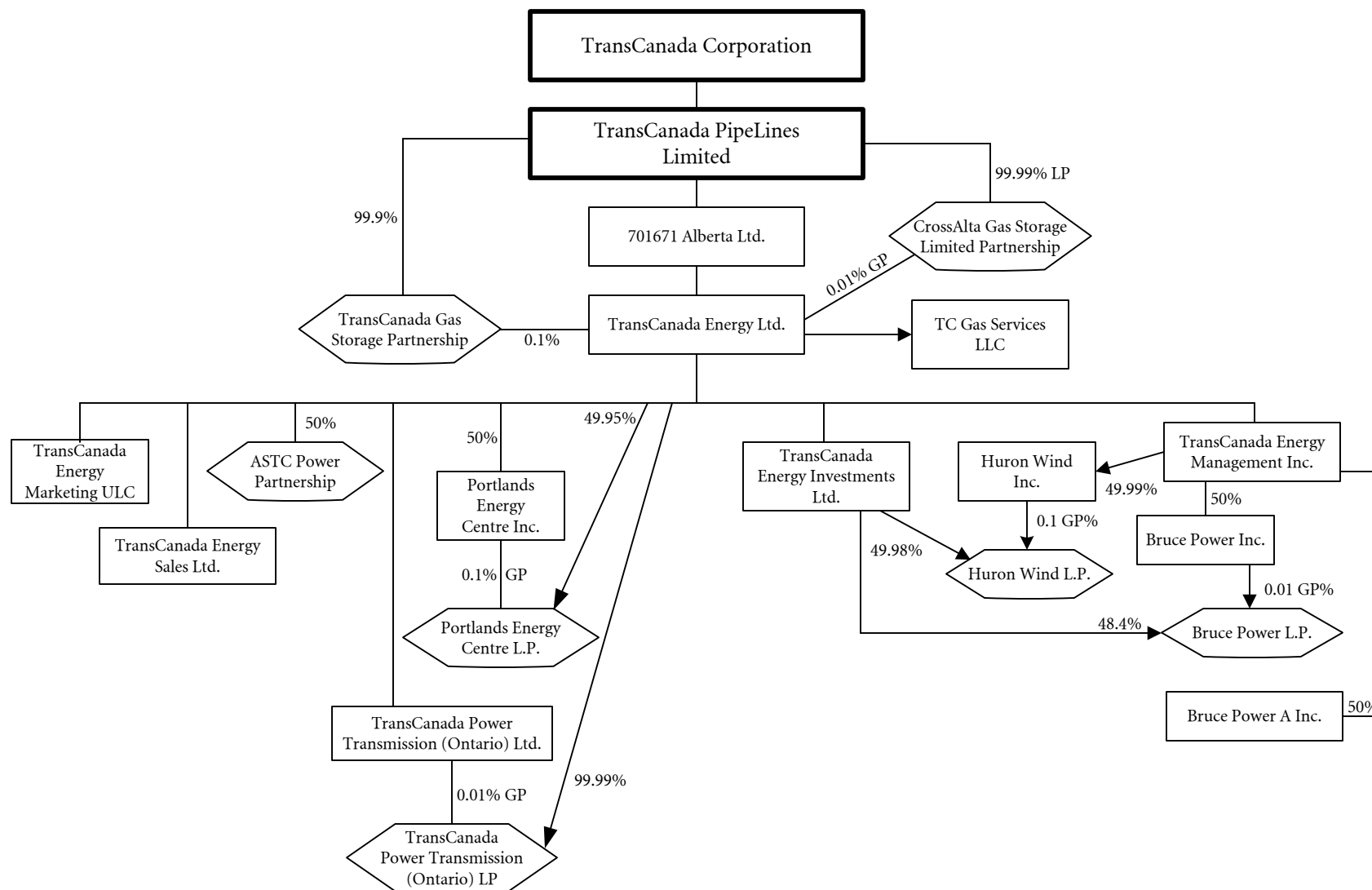
Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited Active Subsidiaries & Affiliates of Foothills Pipe Lines Ltd.

100% owned unless otherwise indicated

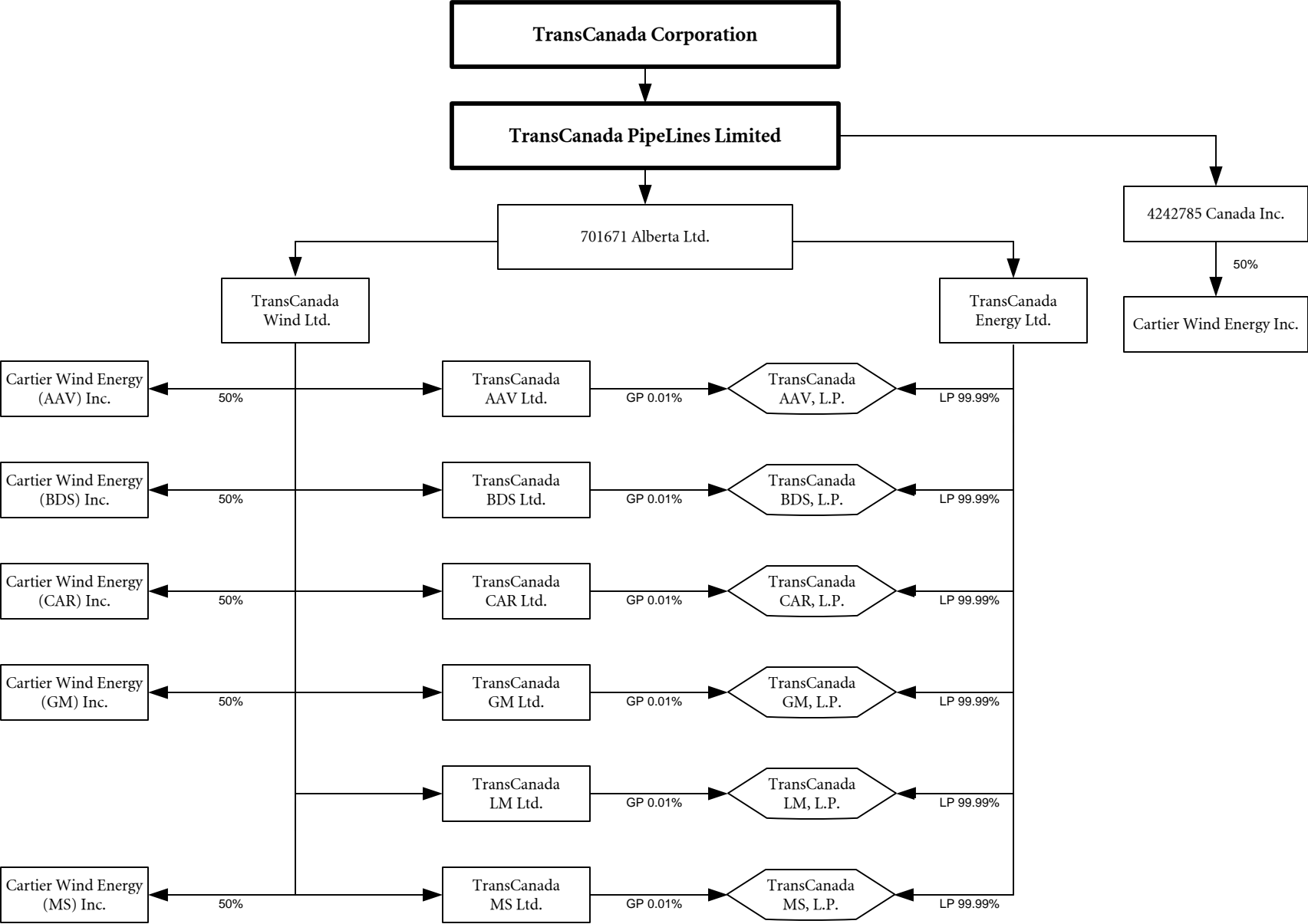


**Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
as it relates to TransCanada Energy Ltd.
Active Subsidiaries & Affiliates**

100% owned unless otherwise indicated

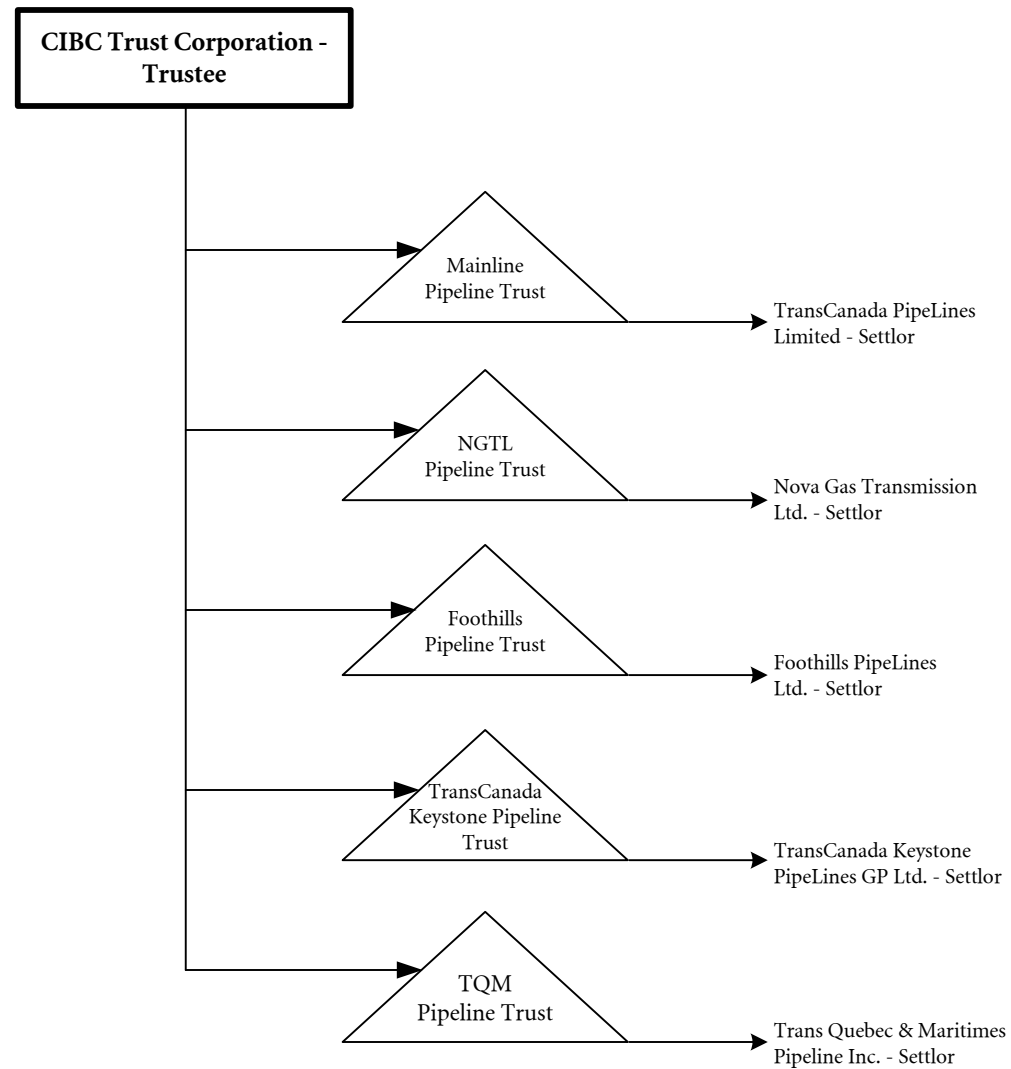


Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
as it relates to TransCanada Energy Ltd.
Cartier Wind Project
Active Subsidiaries and Affiliates
100% owned unless otherwise indicated



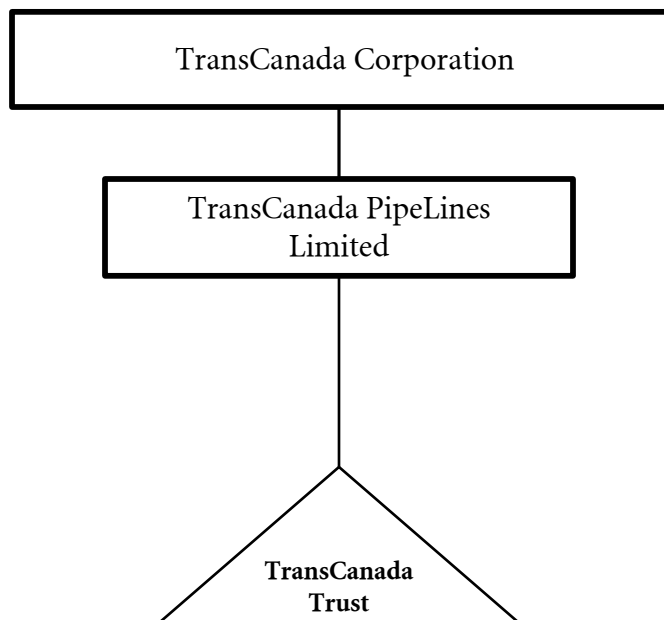
Organizational Chart of Canadian Pipeline Trusts

[all governed by the laws of Alberta]



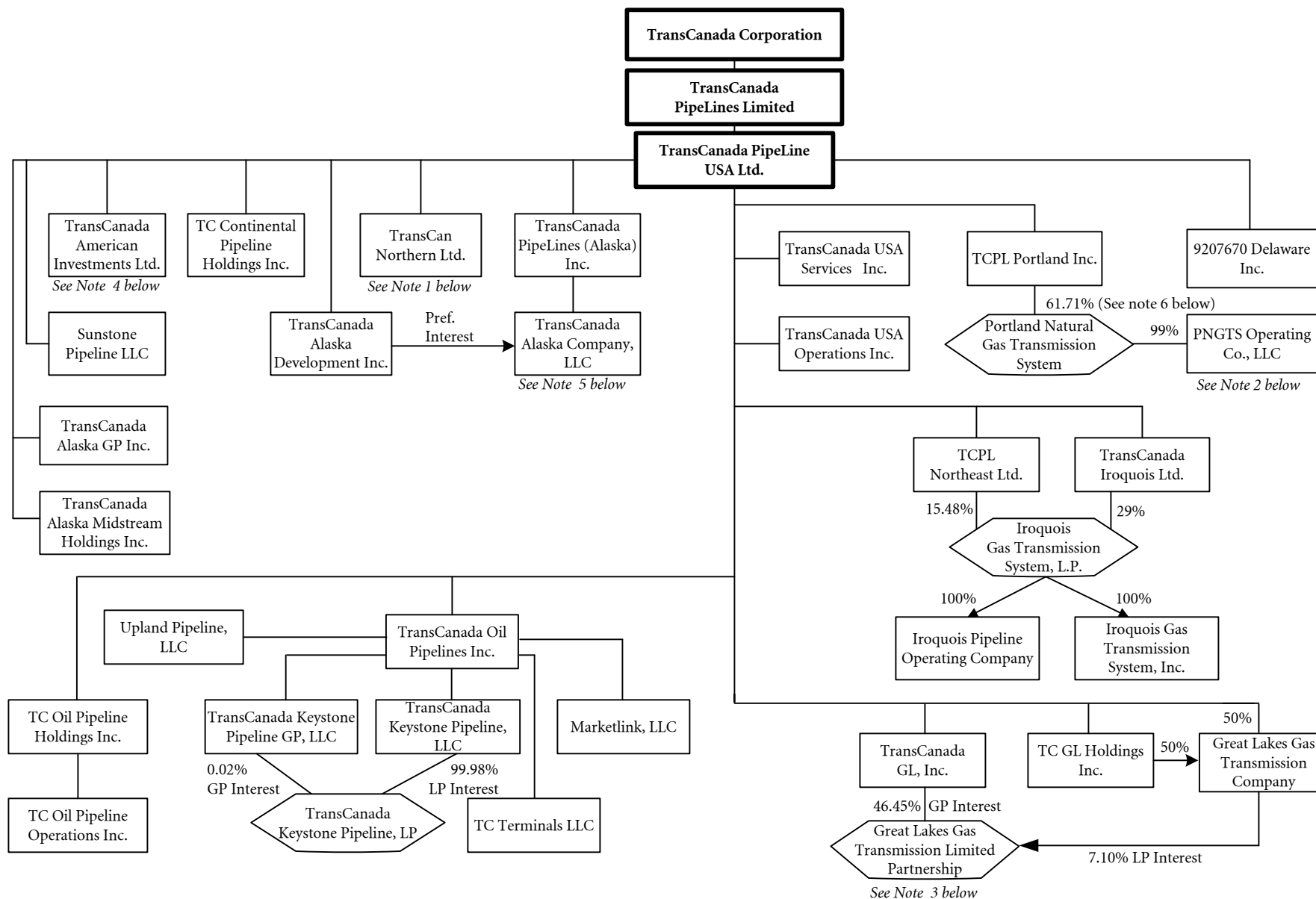
Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
Canadian Active Subsidiaries & Affiliates as it relates to
Canadian Financing.

100% owned unless otherwise indicated



Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
United States Active Pipeline Subsidiaries & Affiliates
(TransCanada PipeLine USA Ltd.)

100% owned unless otherwise indicated



Note 1: See Chart 2B for subsidiaries and affiliates

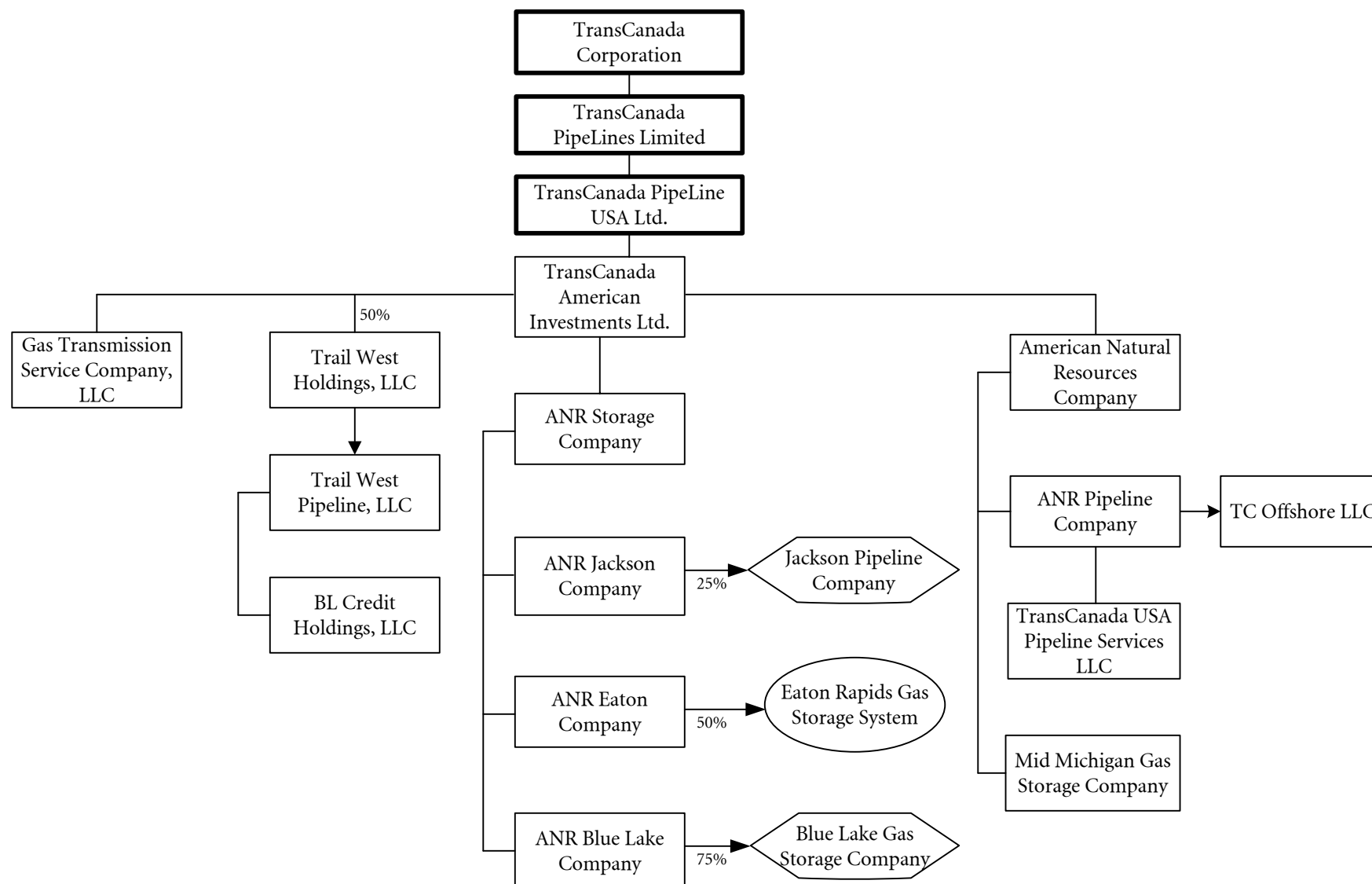
Note 2: The remaining 1% is held by a nominee shareholder on behalf of PNGTS.

Note 3: TC GL Intermediate Limited Partnership holds a 46.45% GP interest in Great Lakes Gas Transmission Limited Partnership (See chart 2B)

Note 4: See Chart 2A for subsidiaries of TransCanada American Investments Ltd.

Note 5: TransCanada Alaska Development Inc. and ExxonMobil Alaska Midstream Gas Investments, LLC hold preferred interests.

Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
United States Active Subsidiaries & Affiliates
(as it relates to TransCanada American Investments Ltd.)
 100% owned unless otherwise indicated

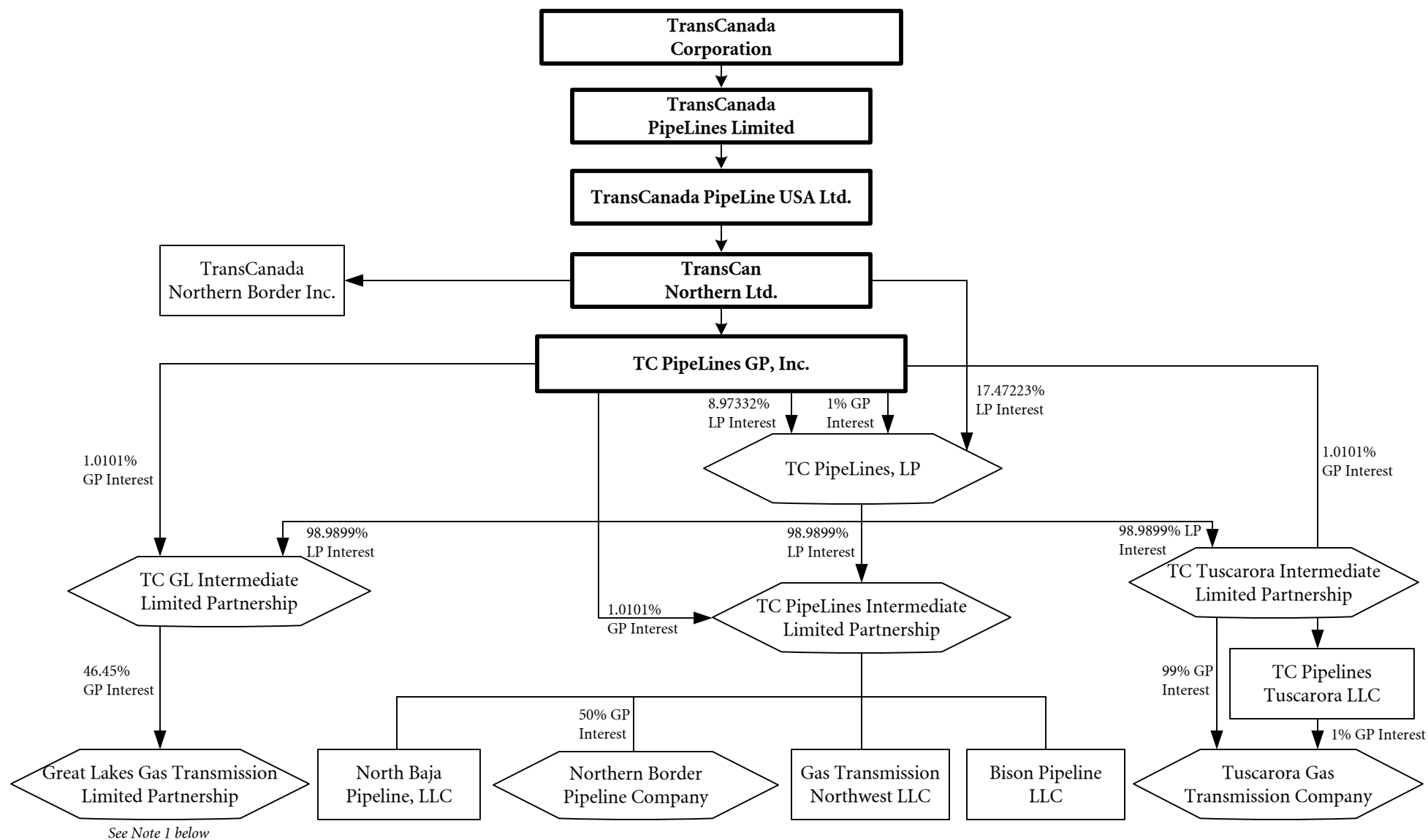


December 31, 2015

Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited

Active Subsidiaries & Affiliates of TransCan Northern Ltd. and TC PipeLines, LP

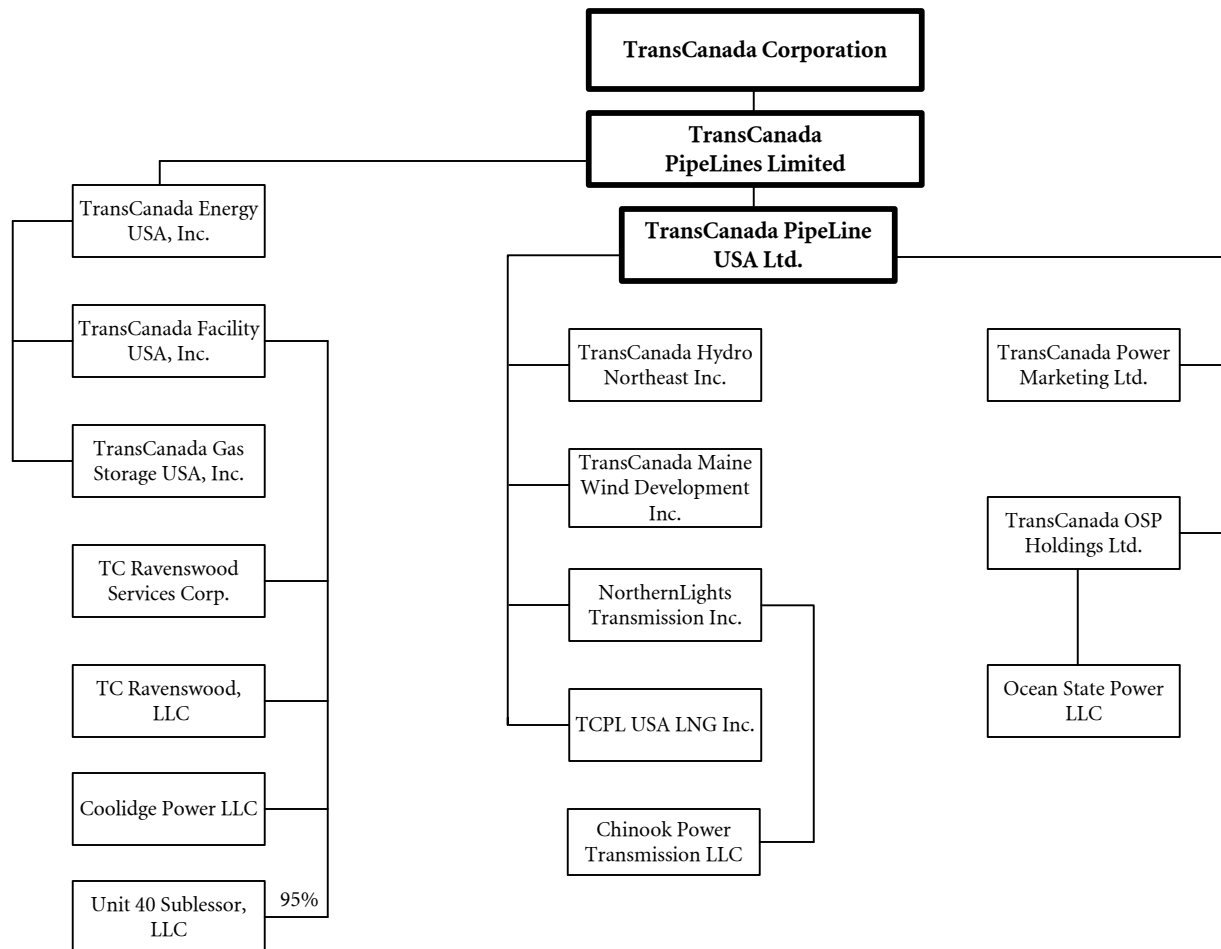
100% owned unless otherwise indicated



Note 1: The remaining interests in the Great Lakes Gas Transmission Limited Partnership are held as follows: TransCanada GL, Inc. - 46.45% GP interest and Great Lakes Gas Transmission Company - 7.10% LP interest. (see chart 2)

December 31, 2015

Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited
United States Active Energy Subsidiaries & Affiliates
(TransCanada PipeLine USA Ltd. and TransCanada Energy USA, Inc.)
 100% owned unless otherwise indicated

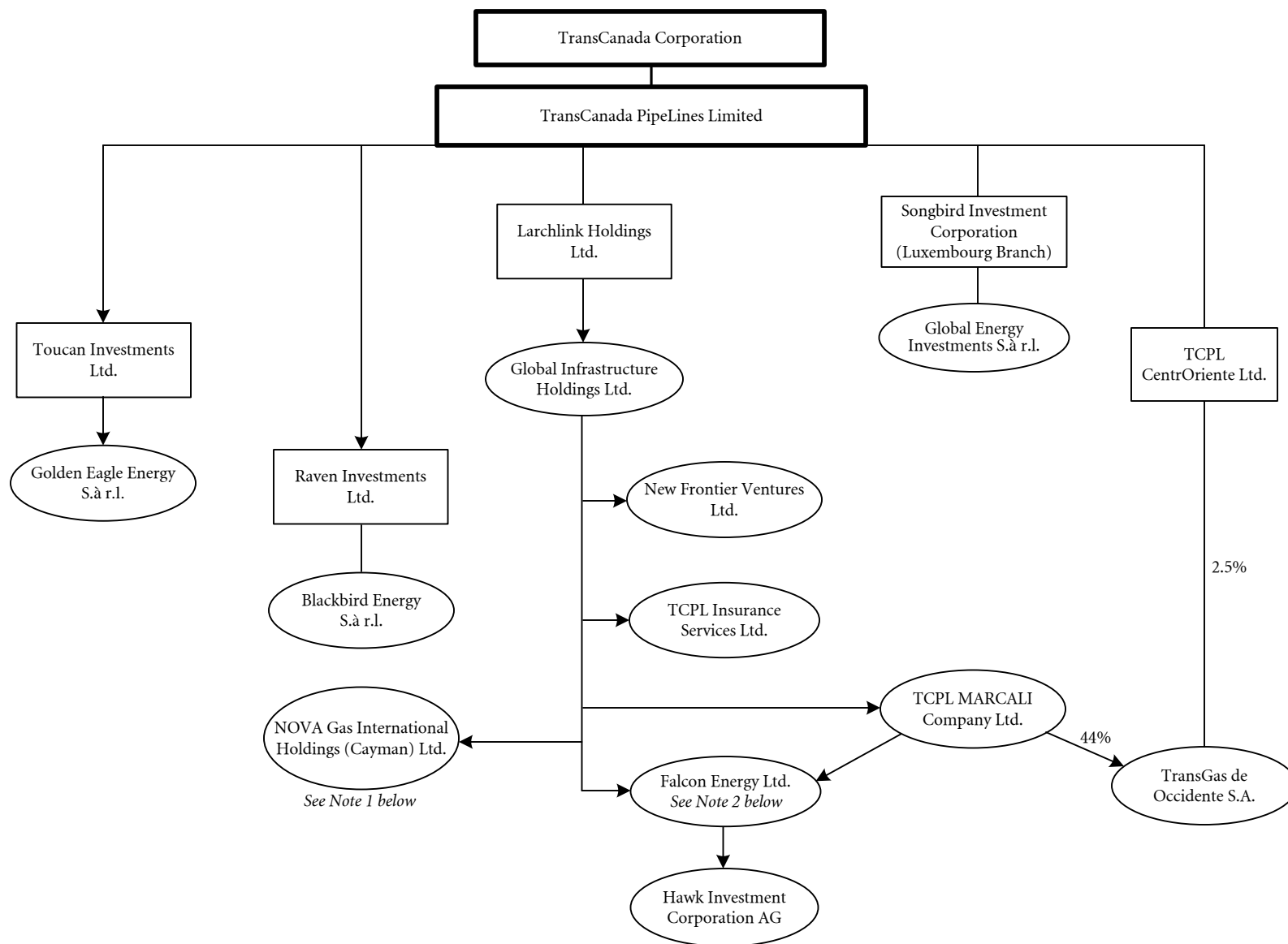


Organizational Chart of TransCanada Corporation and TransCanada PipeLines Limited

Certain International Active Subsidiaries & Affiliates

[Excludes International Subsidiaries previously held by NOVA Gas International Ltd.]

100% owned unless otherwise indicated



Note: 1 – See Chart 3A for subsidiaries.

Note: 2 – Global Infrastructure Holdings Ltd. holds 100% voting interest.

Chart 3A

The diagram illustrates the ownership structure of TransCanada Corporation and its subsidiaries, organized by jurisdiction:

- CAYMAN:**
 - TransCanada Corporation (Parent)
 - TransCanada PipeLines Limited (Subsidiary of TransCanada Corporation)
 - TransCanada Overseas Holdings Limited (Subsidiary of TransCanada PipeLines Limited)
 - Larchlink Holdings Ltd. (Subsidiary of TransCanada PipeLines Limited, with a note "See Note 1 below")
 - Global Infrastructure Holdings Ltd. (Subsidiary of Larchlink Holdings Ltd.)
 - NOVA Gas International Holdings (Cayman) Ltd. (Subsidiary of Global Infrastructure Holdings Ltd.)
- ARGENTINA:**
 - NOVA Gas Sur Gas Transmission (Chile) Ltd. (Subsidiary of NOVA Gas International Holdings (Cayman) Ltd.)
 - NOVA Gas Sur Gas Transmission (Argentina) Ltd. (Subsidiary of NOVA Gas International Holdings (Cayman) Ltd.)
- CHILE:**
 - Transporte de Gas Natural Southern Hemisphere Limitada (Subsidiary of TransCanada Overseas Holdings Limited, with a 0.000000389% ownership stake)
 - NOVA Gas Sur Marketing (Chile) S.A. (Subsidiary of Transporte de Gas Natural Southern Hemisphere Limitada, with a 99.99% ownership stake)
 - NOVA Gas Sur Marketing (Chile) Ltd. (Subsidiary of NOVA Gas International Holdings (Cayman) Ltd., with a 99.99999611% ownership stake)
 - NOVA Gas Sur Marketing (Chile) S.A. (Subsidiary of NOVA Gas Sur Marketing (Chile) Ltd., with a 99.999836% ownership stake)
 - NOVA Gas Sur Gas Transmission (Chile) S.A. (Subsidiary of NOVA Gas Sur Marketing (Chile) S.A., with a 0.000164% ownership stake)

Additional notes:

- "See Note 1 below" is associated with Larchlink Holdings Ltd.
- "See Note 2 below" is associated with NOVA Gas Sur Gas Transmission (Chile) S.A.

Note: 2 – Jose M. Eyzaguirre holds a 0.01% interest.

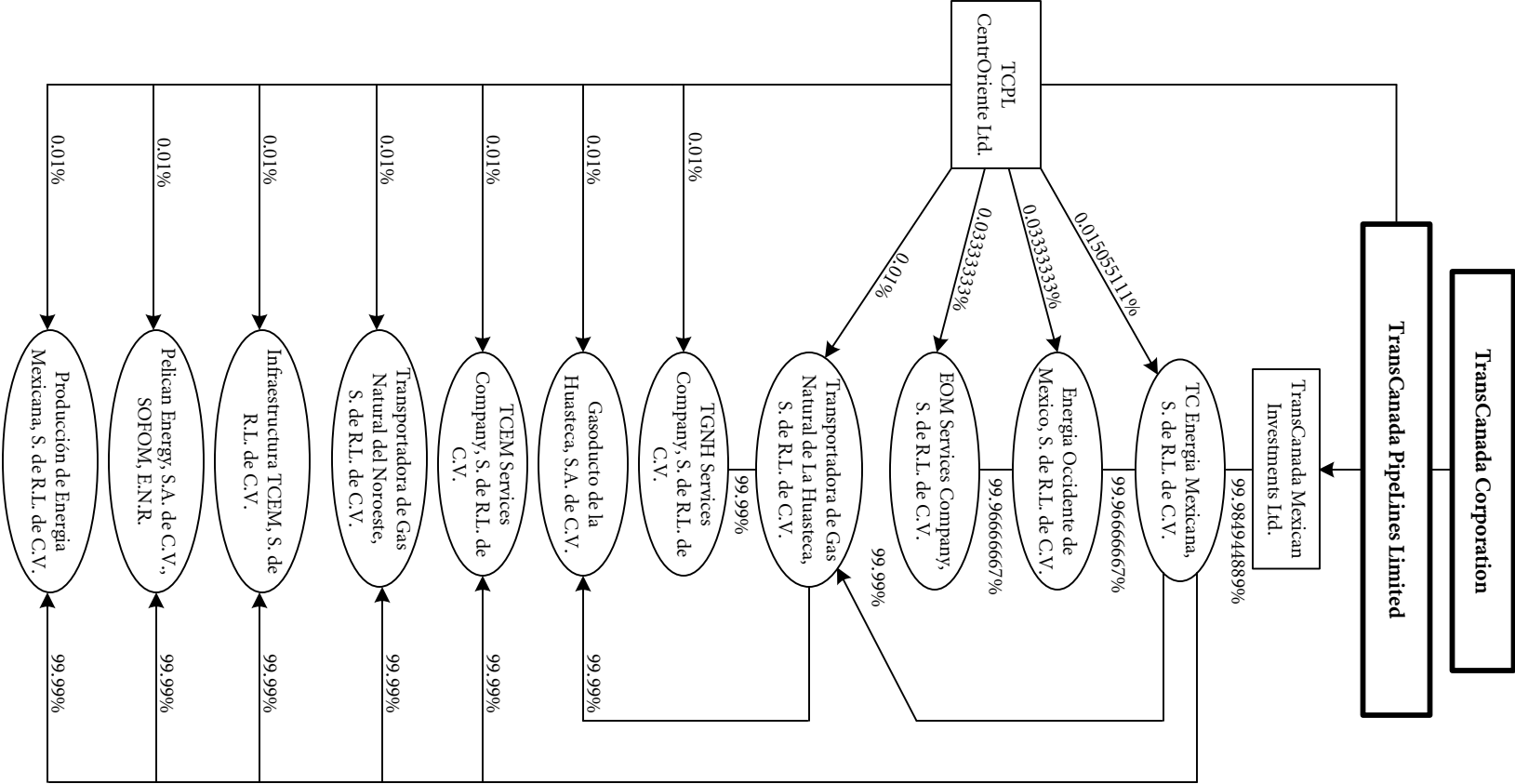
December 31, 2015

Organizational Chart of TransCanada Corporation and

TransCanada Pipelines Limited

Mexican Active Subsidiaries

100% owned unless otherwise indicated



DIRECTORS/OFFICERS REPORT

TransCanada PipeLines Limited

Directors:

Kevin E. Benson
Derek H. Burney
Paule Gauthier
Russell K. Girling
S. Barry Jackson
John E. Lowe
Paula Rospot Reynolds
John Richels
Mary Pat Salomone
D. Michael G. Stewart
Siim A. Vanaselja
Richard Earl Waugh

Officers:

James M. Baggs	Executive Advisor, Operations and Engineering
Sean M. Brett	Vice-President, Risk Management
Ronald L. Cook	Vice-President, Taxation
Kristine L. Delkus	Executive Vice-President, Stakeholder Relations and General Counsel
Russell K. Girling	President and Chief Executive Officer
Wendy L. Hanrahan	Executive Vice-President, Corporate Services
Joel E. Hunter	Vice-President, Finance and Treasurer
Karl Johansson	Executive Vice-President and President, Natural Gas Pipelines
Christine R. Johnston	Vice-President, Law and Corporate Secretary
Donald R. Marchand	Executive Vice-President, Corporate Development and Chief Financial Officer
G. Glenn Menuz	Vice-President and Controller
Paul E. Miller	Executive Vice-President and President, Liquids Pipelines
Alexander J. Pourbaix	Chief Operating Officer
William C. Taylor	Executive Vice-President and President, Energy

LIST OF AFFILIATES

The following list identifies the Affiliates with whom TCPL Mainline transacted business during the 2015 Reporting Period. The list includes the Affiliates' business addresses, the Affiliates officers and directors (as of December 31, 2015) and a description of the Affiliates' business activities.

1. **NOVA Gas Transmission Ltd.**
450-1st Street S.W.
Calgary, Alberta, T2P 5H1

Directors:

Stephen M.V. Clark
Kristine L. Delkus

Officers:

Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Stephen M.V. Clark	President
Ronald L. Cook	Vice-President, Taxation
Kristine L. Delkus	Executive Vice-President, General Counsel & Chief Compliance Officer
Corey J. Goulet	Vice-President
Joel E. Hunter	Vice-President, Finance and Treasurer
Andrea E. Jalbert	Vice-President
Christine R. Johnston	Vice-President Law and Corporate Secretary
Patrick M. Keys	Vice-President, Commercial
Bryce A. Lord	Vice-President
Paul F. MacGregor	Vice-President, Supply Chain
Donald R. Marchand	Executive Vice-President and Chief Financial Officer
G. Glenn Menuz	Vice-President and Controller
David M. Montemurro	Vice-President
Norrie C. Ramsay	Vice-President
Terri L. Steeves	Vice-President

Description of Business:

NOVA Gas Transmission Ltd. is a natural gas transmission company.

2. **TransCanada Calibrations Ltd.**
Box 654
Ile des Chenes, Manitoba, ROA OTO

Directors:

Terry J. Bennett
Paul F. MacGregor
Tracy Robinson

Officers:

Ronald L. Cook	Vice-President, Taxation
Garnet Grudeski	President
Christine R. Johnston	Vice President, Law and Corporate Secretary

Description of Business:

Service and maintenance of gas measurement instrumentation, including the calibration and certification of gas measurement meters.

3. **Energy East Pipeline Limited Partnership**
450 – 1 Street S.W.
Calgary, Alberta, T2P 5H1

Energy East Pipeline Limited Partnership is a limited partnership

Partner: Energy East Pipeline Ltd.:

Directors:

Kristine L. Delkus
Paul E. Miller
John F. Soini

Officers:

G. Glenn Munuz	Vice-President and Controller
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Ronald L. Cook	Vice-President, Taxation
David A. Diakow	Vice-President
Joel E. Hunter	Vice-President, Finance and Treasurer
Christine R. Johnston	Vice-President, Law and Corporate Secretary
David M. Kohlenberg	Vice-President
Paul E. Miller	Vice-President
Norrie C. Ramsay	Vice-President
Edward L. Scheibelhut	Vice-President
John F. Soini	President
Erik W. Tatarchuk	Vice-President
John Van der Put	Vice-President

Business Description:

Acts as General Part of Energy East Pipeline Limited Partnership, a limited partnership formed for the development, construction, operation and marketing of an oil pipeline system and related facilities.

4. **Great Lakes Gas Transmission Company**
700 Louisiana, Suite 700
Houston, Texas, 77002-2700

Directors:

Brandon M. Anderson
Jon A. Dobson
Lauri A. Newton
Jimmie J. White

Officers:

Brandon M. Anderson	President
Ronald L. Cook	Vice-President, Taxation
Corey J. Goulet	Vice-President
Joel E. Hunter	Vice-President and Treasurer
Christine R. Johnston	Vice-President and Assistant Secretary
Vern J. Meier	Vice-President, Pipeline Safety and Compliance
William (Chuck) C. Morris	Vice-President, Finance
Nancy F. Priemer	Vice-President, Financial Services
Randall W. Schmidgall	Vice-President, Pipeline Operations
Nathaniel A. Brown	Controller
Jon A. Dobson	Corporate Secretary
Laura M. Heckman	Vice-President
Lauri A. Newton	Assistant Secretary
Jimmie J. White	Vice-President

Description of Business:

Operating company. Manages the business of the Great Lakes Gas Transmission Company Limited Partnership.

5. **TransCanada Gas Storage Partnership**
450 – 1st Street S.W.
Calgary, Alberta T2P 5H1

TransCanada Gas Storage Partnership is a general partnership

Managing Partner: TransCanada Energy Ltd.:

Directors:

Kristine L. Delkus
William C. Taylor

Officers:

G. Glenn Menuz	Vice-President and Controller
Terry J. Bennett	Vice-President
Jasmin Bertovic	Vice-President
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Ronald L. Cook	Vice-President, Taxation
Joel E. Hunter	Vice-President, Finance and Treasurer
Christine R. Johnston	Vice-President, Law and Corporate Secretary
David M. Kohlenberg	Vice-President
Kenneth W. Kunz	Vice-President
John J. McWilliams	Vice-President
David M. Montemurro	Vice-President
William C. Taylor	President

Description of Business:

Natural gas storage and related activities. Storage facility located in Edson, Alberta.

6. **TransCanada Turbines Ltd.**
998 Hamilton Boulevard N.E.
Airdrie, Alberta, T4A 0K8

Directors:

Terry J. Bennett
Nicholas Jay Blaskoski
Sean M. Brett
George A. Brown
Nicholas C. Gilman
Cory J. Goulet

Officers:

Steven M. Caldwell	Vice-President, Operations
Daniel J.B. Simonelli	President, Chief Operating Officer, General Counsel and Secretary
Darcy D. Simonelli	Vice-President, Sales Strategy & Business Development
Eddy Stitt	Senior Vice-President, Sales and Service
Tim Wilcox	Vice-President, Corporate

Description of Business:

Overhaul and repair of gas turbines.

7. **TransCanada Energy Ltd.**
450-1st Street S.W.
Calgary, Alberta, T2P 5H1

Directors:

Kristine L. Delkus
William C. Taylor

Officers:

G. Glenn Menuz	Vice-President and Controller
Terry J. Bennett	Vice-President
Jasmin Bertovic	Vice-President
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Ronald L. Cook	Vice-President, Taxation
Joel E. Hunter	Vice-President, Finance and Treasurer
Christine R. Johnston	Vice-President, Law and Corporate Secretary
David M. Kohlenberg	Vice-President
Kenneth W. Kunz	Vice-President
John J. McWilliams	Vice-President
David M. Montemurro	Vice-President
William C. Taylor	President

Description of Business:

Acquisition, development, construction, ownership and operation of electrical power generation plants, the purchase and marketing of electricity.

8. **Trans Quebec & Maritimes Pipeline Inc.**
450-1st Street S.W.
Calgary, Alberta, T2P 5H1

Directors:

Don G. Bell
Patrick Cabana
Stephen M.V. Clark
Bryce A. Lord
Dave Rheaume
Dave D. Schultz
Chantal Vermette

Officers:

Don G. Bell	General Manager
Michel Brunet	Secretary
Ronald L. Cook	Vice-President, Taxation
Corey J. Goulet	Vice-President
William (Chuck) C. Morris	Chief Financial Officer
Dave Rheaume	Chief Executive Officer

Description of Business:

Operation of a natural gas pipeline.

9. **Foothills Pipe Lines Ltd.**
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Directors:

Stephen M.V. Clark
Kristine L. Delkus
Corey J. Goulet
Dean C. Patry
Norrie C. Ramsay

Officers:

G. Glenn Menuz	Vice-President and Controller
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Stephen M.V. Clark	Chief Operating Officer
Ronald L. Cook	Vice-President, Taxation
M. Catharine Davis	Vice-President
Corey J. Goulet	Vice-President
Joel E. Hunter	Vice-President, Finance and Treasurer
Andrea E. Jalbert	Vice-President
Christine R. Johnston	Vice-President, Law and Corporate Secretary
Bryce A. Lord	Vice-President
David M. Montemurro	Vice-President
Dean C. Patry	President and Chief Executive Officer
Terri L. Steeves	Vice-President

Business Description:

Development, construction and operation of pipelines.

10. **Portland Energy Centre L.P.**

700 University Avenue
Toronto, Ontario M5G 1X6

Portlands Energy Centre L.P. is a limited partnership.

Partner: TransCanada Energy Ltd.

Directors:

Kristine L. Delkus
William C. Taylor

Officers:

G. Glenn Menuz	Vice-President and Controller
Terry J. Bennett	Vice-President
Jasmin Bertovic	Vice-President
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Ronald L. Cook	Vice-President, Taxation
Joel E. Hunter	Vice-President, Finance and Treasurer
Christine R. Johnston	Vice-President, Law and Corporate Secretary
David M. Kohlenberg	Vice-President
Kenneth W. Kunz	Vice-President
John J. McWilliams	Vice-President
David M. Montemurro	Vice-President
William C. Taylor	President

Business Description:

The purpose of the Limited Partnership is to develop a 500 MW generating facility in Toronto.

11. **ANR Pipeline Company**
700 Louisiana Street, Suite 700
Houston, Texas, 77002-2700

Directors:

Brandon M. Anderson
Jon A. Dobson
Jimmie J. White

Officers:

Brandon M. Anderson	President
Sean M. Brett	Vice-President, Risk Management
Ronald L. Cook	Vice-President, Taxation
Corey J. Goulet	Vice-President
Laura M. Heckman	Vice-President
Joel E. Hunter	Vice-President and Treasurer
Christine R. Johnston	Vice-President and Assistant Secretary
Vern J. Meier	Vice-President, Pipeline Safety and Compliance
William (Chuck) C. Morris	Vice-President, Finance
Lauri A. Newton	Vice-President and Chief Compliance Officer - FERC
Nancy F. Priemer	Vice-President, Financial Services
Randall W. Schmidgall	Vice-President, Pipeline Operations
Jimmie J. White	Vice-President
Nathaniel A. Brown	Controller
Jon A. Dobson	Corporate Secretary

Business Description:

Interstate transportation, storage, purchase, exchange and sale of natural gas.

12. **TransCanada Keystone Pipeline GP Ltd.**
450 – 1st Street S.W.
Calgary, Alberta T2P 5P1

Directors:

Paul E. Miller
Norrie Ramsay

Officers:

Glenn G. Menuz	Vice-President and Controller
Sean M. Brett	Vice-President, Risk Management
Jane M. Brindle	Assistant Secretary
Ronald L. Cook	Vice-President, Taxation
David A. Diakow	Vice-President
Joel E. Hunter	Vice-President, Finance and Treasurer
Christine R. Johnston	Vice-President, Law and Corporate Secretary
David M. Kohlenberg	Vice-President
Paul E. Miller	Vice-President
Anthony M. Palmer	President
Norrie Ramsay	Vice-President
Edward L. Scheibelhut	Vice-President
Erik W. Tatarchuk	Vice-President

Business Description:

To act as General Partner of TransCanada Keystone Pipeline Limited Partnership.

LIST OF AFFILIATE SERVICE AGREEMENTS

<u>Affiliate</u>	<u>Agreement</u>
TransCanada Calibrations Ltd.	Master Supply Agreement - Field Services (Calibration, Inspection, Cleaning, Repair, and Inventory Management Services)
TransCanada Calibrations Ltd.	Lease Agreement and Gas Stream Use Agreement
TransCanada Turbines Ltd.	Master Supply Agreement - Consulting (consulting services, Site Services, Material Supply and Overhaul Services)
Great Lakes Gas Transmission Company	Transportation Service Agreements
Trans Quebec & Maritimes Pipeline Inc.	Transportation Service Agreement
Portland Energy Centre LP	Transportation Service Agreement
NOVA Gas Transmission Ltd.	Gas Balancing Agreement
TransCanada Energy Ltd.	Agency Agreements (stations 52, 123, 136 & 139)
TransCanada Energy Ltd.	Gas Transaction Agreement and Electrical Service Agreement (Station 41)
TransCanada Keystone Pipeline GP Ltd., as general partner on behalf of TransCanada Keystone Pipeline Limited Partnership	Lease Agreement
TransCanada Gas Storage Partnership	Gas Storage Services Agreement

AFFILIATED PARTY TRANSACTION SUMMARY

Affiliate	Description of Transactions and Services	Aggregate Value (\$000)
<u>RECEIPTS:</u>		
TransCanada Calibrations Ltd.	Lease agreement - re: rent, electricity and warehouse costs for usage of property and warehouse space at Station 41	313
TransCanada Calibrations Ltd.	Agreement - Gas Stream use at Station 41	40
TransCanada Energy Ltd.	Gas Transportation	5,594
Portlands Energy Centre LP	Gas Transportation	7,228
TransCanada Keystone Pipeline Limited Partnership	Lease Agreement -re: rent costs to use building, storage yard, and land in Iles Des Chenes, MB	15
NOVA Gas Transmission Ltd.	Sale of Compressor Unit	8,418
NOVA Gas Transmission Ltd.	Sale of Inventory	726
Foothills Pipelines Ltd.	Sale of Inventory	51
Energy East Limited Partnership	Sale of Inventory	31
ANR Pipeline Company	Sale of Inventory	2
Trans Quebec & Maritime Pipelines Inc.	Sale of Inventory	20
TransCanada Keystone Pipeline Limited Partnership	Sale of Inventory	8
Northern Border Pipeline Company	Sale of Inventory	2
TOTAL RECEIPTS		22,448
<u>PAYMENTS:</u>		
Great Lakes Gas Transmission Company	Gas Transportation services associated with the movement of gas on GLGT system	70,470
Trans Quebec & Maritimes Pipeline Inc.	Gas Transportation services associated with the movement of gas on the TQM system	94,150
NOVA Gas Transmission Ltd.	Gas Balancing Agmt to accommodate upstream storage	755
TransCanada Energy Ltd.	Purchase of electricity to power compressor units and provide auxillary power for compressor stations	1,156
TransCanada Gas Storage Partnership	Storage Service Agreement	2,309
TransCanada Turbines Ltd.	Repair and overhaul of compressor units	11,255
TransCanada Calibrations Ltd.	System maintenance	198
TransCanada Keystone Pipeline Limited Partnership	Purchase of Pipe	9,320
Foothills Pipe Lines Limited	Purchase of Inventory	36
NOVA Gas Transmission Ltd.	Purchase of Inventory	5,483
Trans Quebec & Maritimes Pipeline Inc.	Purchase of Inventory	4
TransCanada Keystone Pipeline Limited Partnership	Purchase of Inventory	32
ANR Pipeline Company	Purchase of Inventory	27
TOTAL PAYMENTS		195,195

Note: Aggregate values are for the reporting period January 1, 2015 to December 31, 2015

TransCanada PipeLines Limited
Code of Conduct

2015 Compliance Report

OFFICER'S CERTIFICATE

To: The National Energy Board

I, Karl Johansson, of the City of Calgary, in the Province of Alberta, acting in my position as an officer of TransCanada PipeLines Limited ("TCPL") and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with TCPL is Executive Vice President and President, Natural Gas Pipelines, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the TCPL Canadian Mainline Code of Conduct (the "Code").
3. I have read the Code and the Compliance Report of TCPL Mainline for the 2015 reporting period (the "Compliance Report").
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, representative, consultant, contractor or agent of TCPL or TCPL Mainline, or by any Affiliate of TCPL Mainline (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and TCPL Mainline that is not fully and accurately described in the Compliance Report.

Name: "Karl Johansson"

Title: Executive Vice-President and
President, Natural Gas Pipelines

Date: April 20, 2016

**TransCanada PipeLines Limited
Code of Conduct**

2015 Compliance Report

OFFICER'S CERTIFICATE

To: The National Energy Board

I, Catharine Davis, of the City of Calgary, in the Province of Alberta, acting in my position as an officer of TransCanada PipeLines Limited ("TCPL") and not in my personal capacity, to the best of my knowledge do hereby certify as follows:

1. My position with TCPL Mainline is Chief Compliance Officer, and as such I have personal knowledge of, or have conducted due inquiry of individuals who have personal knowledge of, the facts and matters herein stated.
2. Capitalized terms used herein (which are not otherwise defined herein) shall have the meanings ascribed thereto in the TCPL Canadian Mainline Code of Conduct (the "Code").
3. I have read the Code and the Compliance Report of TCPL Mainline for the 2015 reporting period (the "Compliance Report").
4. The form and contents of the Compliance Report comply with the requirements of the Code and the matters reported therein are fully and accurately described.
5. I am not aware of any material non-compliance with the provisions of the Code by any director, officer, representative, consultant, contractor or agent of TCPL or TCPL Mainline, or by any Affiliate of TCPL Mainline (including any director, officer, employee, consultant, contractor or agent of the Affiliate) with respect to any interaction between an Affiliate and TCPL Mainline that is not fully and accurately described in the Compliance Report.

Name: "Catharine Davis"

Title: Chief Compliance Officer

Date: April 20, 2016