

Kingston Midstream Limited

AFFILIATE CODE OF CONDUCT

1. PURPOSE AND OBJECTIVE OF THE CODE

1.1 Purpose of the Code

The purpose of this Code is to establish parameters and standards for transactions, information sharing and the sharing of services and resources among and between the Regulated Affiliates, the Unregulated Affiliates and their Representatives (collectively, the “**Participants**” and individually, a “**Participant**”) while permitting each party to achieve efficiencies and economies of scope and scale.

1.2 Objectives of the Code

The Objectives of the Code (“**Objectives**”) are:

To create a set of guidelines to be followed by the Participants with respect to interactions between and among them and to ensure no economic harm is suffered by Customers as a result of such interactions, and in particular these guidelines shall support the following concepts:

- a) provide transparent and consistent guidance for Participants respecting Kingston Midstream Limited (Kingston Midstream) Affiliate interactions;
- b) create an awareness of compliance and ethics issues and accountabilities among the Participants;
- c) to set standards that result in Kingston Midstream Affiliates and Customers being treated fairly and consistently and to prevent unduly preferential treatment being given to a Kingston Midstream Affiliate with respect to the provision of Transportation Services;
- d) to set standards that result in Kingston Midstream Affiliates being treated fairly and that avoid cross-subsidizing by the regulated Affiliates to its Unregulated Affiliates and facilities;
- e) to protect and set standards for the use of Confidential Information collected in the course of providing Transportation Services and access to facilities; and
- f) avoid practices contrary to competition law that could occur between and among the Regulated Affiliates and the Unregulated Affiliates and their Representatives and that may be detrimental to the interests of Customers.



1.3 Who This Code of Conduct Applies To

This Code applies to all Participants.

2. GENERAL PROVISIONS

2.1 Compliance

All Regulated Affiliates and Unregulated Affiliates are committed to upholding the Objectives of the Code.

2.2 Coming into Force

This Code came into force on April 1, 2019. Prior to coming into force, the Settlement Agreements and Rules and Regulations of the Regulated Affiliates governed.

2.3 Amendments to this Code

This Code may be reviewed or amended from time to time by the Regulated Affiliates, and the Code as amended shall be effective as of the date Customers (for the last calendar year) are notified of changes.

2.4 Exemptions

Westspur Affiliate may apply to the CER for an exemption with respect to compliance with any provision of this Code. Any such exemption application will specify necessary details, including whether 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.

2.5 Authority of the Canada Energy Regulator (CER)

This Code does not detract from, reduce or modify in any way, the powers of the CER to deny, vary, approve with conditions, or overturn the terms of any transaction or arrangement between Westspur Affiliate and one or more of its Affiliates, regardless of whether such transaction or arrangement is otherwise in compliance with this Code. Compliance with the Code does not eliminate the requirement for specific CER approvals or filing where required by statute, regulation, or by CER decisions, orders or directions.

3. CORPORATE GOVERNANCE OF THE REGULATED AFFILIATES AND UNREGULATED AFFILIATES

3.1 Separate Operations

The commercial and business affairs of each of the Regulated Affiliates 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.

3.2 Common Directors

The Regulated Affiliates and Unregulated Affiliates may have common directors, as long as acting in such a dual capacity could not reasonably be considered to be detrimental to the interests of Customers.

3.3 Separate Management

Subject to sections 3.4 and 3.5, Regulated Affiliates must have separate officers from the Unregulated Affiliates.

3.4 Exception to Separate Management

Unregulated Affiliates' officers may also be officers of any Regulated Affiliate in order to perform Shared Core Corporate Services. However, no officer of an Unregulated Affiliate who has responsibility for, or performs, Marketing Activities for the Unregulated Affiliate may be an officer of a Regulated Affiliate.

3.5 Guiding Principle

Notwithstanding sections 3.2, 3.3 and 3.4, an individual shall not act as a director, or officer, or member of a management team of a Regulated Affiliate, and as a director, officer or member of a management team of an Unregulated Affiliate (thereby acting in dual capacity) unless the individual is able to carry out his/her responsibilities in a manner that preserves the form, and the 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.

3.6 Accounting Separation

The Regulated Affiliates must maintain separate financial records and books of accounts from those of Unregulated Affiliates.

3.7 Physical Separation

The Regulated Affiliates must put appropriate measures in place to restrict access to the Regulated Affiliates' Confidential Information by employees of Unregulated Affiliates who participate in Marketing Activities other than activities relating to administration, health safety and the environment and the management and operation of physical assets by employees who do not have access to Confidential Information, nor conduct other Marketing Activities. As such, those employees of Unregulated Affiliates primarily responsible for Marketing Activities shall be located in a separate office space with security-controlled access from employees of the Regulated Affiliates. This separation ensures that Confidential Information is not shared or accessed by those involved in Marketing Activities and became effective on October 1, 2019.

3.8 Separation of Information Services

Subject to section 3.11, where a Regulated Affiliate shares Information Services with an Unregulated Affiliate, all Confidential Information must be protected from unauthorized access by an Unregulated Affiliate and *vice versa*. Access to Regulated Affiliates' 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.

3.9 Financial Transactions with Affiliates

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 a thirty-party source of capital.

3.10 Sharing of Assets

The operational plant, assets and equipment of Regulated Affiliates 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.

3.11 Sharing Services Permitted

Where a Regulated Affiliate 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 on a Cost Recovery Basis. The Regulated Affiliate must periodically review the prudence of such sharing arrangements and make any adjustments necessary to ensure that each of the Regulated Affiliate and its Affiliates bears their proportionate share of costs.

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.

3.12 Sharing of Employees

A Regulated Affiliate may share employees with an Affiliate on a Cost Recovery Basis provided that the Shared Employees are able to carry out their responsibilities in a manner that is consistent with the intent of this Code. In particular, an employee must not be shared if it could reasonably be considered detrimental to the interests of Customers. Shared Employees must abstain from engaging in any activity that could reasonably be considered detrimental to the interests of Customers.

Employees may only be shared if they are providing Shared Corporate Services or Shared Customer Services.

Cost allocation shall be applied on a Cost Recovery Basis to avoid cross subsidizations from Regulated Affiliates to Unregulated Affiliates with respect to all Shared Core Corporate Services and Shared Customer Services. Such cost allocation shall be documented for audit purposes.

A Regulated Affiliate may not share employees with an Affiliate if that employee:

- a) Routinely participates in management level decision-making with respect to the Marketing Activities of an Unregulated Affiliate or how Marketing Activities are delivered; and
- b) Is routinely involved in senior commercial management of an Unregulated Affiliate or an Unregulated Affiliate's Marketing Activities other than activities relating to administration, health safety and the environment and the management and operation of physical assets by employees who do not have access to Confidential Information, nor conduct other Marketing Activities.

4. PRICING

4.1 Supplies and Services Provided by Regulated Affiliate to Unregulated Affiliate

Transportation Services shall be provided to Unregulated Affiliates at rates as set out in the applicable tariff. Fees and costs associated with supplies and services provided to Unregulated Affiliates, other than Transportation Services or Shared Services, shall be at a level no less than Market value. A Regulated Affiliate shall document the provision of such supplies and services and record fees and costs charged to Unregulated Affiliates for the provision of such supplies and services.

4.2 Supplies and Services Provided by an Unregulated Affiliate to a Regulated Affiliate

Other than Shared Services, Regulated Affiliates shall procure supplies and services from Unregulated Affiliates, and *vice versa*, at no greater than Market Value. Regulated Affiliates shall document supplies and services received from Unregulated Affiliates and fees and costs paid to Unregulated Affiliates for the provision of such supplies and services.

4.3 Asset Transfers

In the event that Material assets are transferred, leased, sold or otherwise disposed of by a Regulated Affiliate to an Unregulated Affiliate or by an Unregulated Affiliate to a Regulated Affiliate, they shall be transferred and recorded at Market Value.

5. EQUAL ACCESS AND TREATMENT

5.1 Impartial Tariff and Equal Access

Regulated Affiliates shall apply and enforce all tariff provisions in accordance with applicable legislation, regulatory orders, permits and licenses. 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, between Regulated Affiliates and Unregulated Affiliates except as approved by the appropriate regulatory agency. Regulated Affiliates shall not provide special rates, rebates or different rates for like and contemporaneous Transportation Services to Affiliates and Customers, except as approved by the appropriate regulatory agency.

A Regulated Affiliate shall not favour any Affiliate with respect to access to Confidential Information concerning Transportation Services provided to Customers or scheduling of their Transportation Services. All requests to a Regulated Affiliate by an Unregulated Affiliate for access to their respective Transportation 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.

A Regulated Affiliate and its Affiliates shall not condition or otherwise require any Customer to deal with an Unregulated Affiliate in order to receive Transportation Services.

A Regulated Affiliate shall not explicitly or implicitly suggest that a Customer may receive an inappropriate advantage if that Customer also deals with any Unregulated Affiliate in relation to Transportation Services.

Unregulated Affiliates may not imply in any marketing material, other public documents or communications that Customers or potential Customers of the Unregulated Affiliate may also receive preferential access to, or Transportation Services from, a Regulated Affiliate. If a Regulated Affiliate becomes aware of any such inappropriate marketing material, public documents or communications, a Regulated Affiliate shall:

- a) Immediately take reasonable steps to notify affected Customers or potential customers of the inaccurate information; and
- b) Take necessary steps to ensure the Unregulated Affiliate is aware of this concern and to request that no further communications be made to suggest preferential access to, or Transportation Services from, a Regulated Affiliate.

5.2 Compliance with Competition Law

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

5.3 Name and Logo

Unregulated Affiliates that conduct Marketing Activities shall include in their name and correspondence with Regulated Affiliates' customers sufficient language to differentiate the Unregulated Affiliates from the Regulated Affiliates and to ensure that Customers are not misled into believing they are Representatives of the Regulated Affiliates.

6. CONFIDENTIALITY

6.1 Use of Confidential Information

Regulated Affiliates shall not, without the prior consent of the relevant Customer, make use of, for the purpose of pursuing non-regulated business development activities, any Confidential Information received by the Regulated Affiliate in connection with the provision of Transportation Services.

6.2 Disclosure of Confidential Information

Regulated Affiliates and their Representatives will not disclose to an Unregulated Affiliate or its Representative, or to any other person, Confidential Information unless:

- a) The Regulated Affiliate has received prior written consent from the Customer;
- b) Disclosure of the Confidential Information is required by law or by order of any court or administrative tribunal exercising jurisdiction over the Regulated Affiliate;
- c) The Confidential Information is, or becomes, part of the public domain other than through the action of the Regulated Affiliate; or
- d) The employee is a Shared Employee, who requires such Confidential Information to perform services for the Regulated Affiliate, provided that the employee:
 - i. Shall not be a Shared Employee if it could reasonably be considered detrimental to the economic interests of Customers; and
 - ii. If a Shared Employee, finds themselves in a position where they will be in contravention of Section 3.5 (a) such Shared Employee shall identify the situation to the Compliance Officer of the Regulated Affiliate and shall excuse themselves from further involvement in the situation giving rise to the contravention.

7. COMPLIANCE

7.1 Communication of the Code

Each Regulated Affiliate and Unregulated Affiliate will ensure that their Representatives are provided with training and are made aware of their obligation to comply with the contents of the Code. Both the Regulated Affiliates and Unregulated Affiliates shall: (i) regularly communicate the contents of the Code, and any modifications to it from time to time, to each of its Representatives; and, (ii) make the Code available on the Regulated Affiliate's website.

7.2 Responsibility for Compliance

Each Regulated Affiliate and Unregulated Affiliate shall: (i) be responsible for ensuring compliance with this Code; and (ii) ensuring that its Representatives promptly notify the Compliance Officer of any potential or actual non-compliance with this Code. Any non-compliance with the Code by a Representative of a Regulated Affiliate or Unregulated Affiliate will be considered non-compliance with this Code by the Regulated Affiliates.

7.3 Compliance Officer

The Compliance Officer of a Regulated Affiliate means an executive of the Regulated Affiliates designated as the Compliance Officer who shall oversee compliance with this Code as more

particularly described in Section 7.4 Each Regulated Affiliate shall ensure that the Compliance Officer 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 Regulated Affiliates' Representative for the purpose of ensuring compliance with this Code;
- b) Overseeing compliance with the Code by Regulated Affiliates' Representative;
- c) Preparation and updating of a Compliance Plan for Regulated Affiliates as contemplated in Section 7.5 hereof;
- d) Performing an annual review of compliance and preparing an annual Compliance Report containing the information required in Section 7.7 hereof. The Compliance Officer shall serve on Customers of record for the last calendar year the Compliance Certificate within 120 days of the fiscal year end of the Regulated Affiliate with respect to the immediately preceding fiscal year;
- e) Receiving and investigating internal and external disputes, complaints and inquiries with respect to the application of, and alleged non-compliance with, the Code;
- f) Recommending measures required to address events of non-compliance with the Code; and
- g) 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 an audit as contemplated by section 7.9.

7.5 Compliance Review

The Compliance Officer will perform or coordinate the performance of compliance reviews as indicated below to ensure the provisions of the Code have been followed:

- a) Holding of internal annual meeting of the Regulated Affiliate's senior management to review all Affiliate transactions and agreements that have been entered into since the last meeting;
- b) Senior management of Regulated Affiliates will require all of their Regulated Affiliates' Representatives to complete an annual electronic review of the Code and confirmation of compliance;
- c) Prepare an annual Compliance Certificate as set out in section 7.7; and
- d) All of the records with respect to the foregoing shall be made available to the CER upon request for audit purposes.

7.6 Compliance Plan

The Regulated Affiliates 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 the Regulated Affiliates will employ to ensure full compliance with the provisions of this Code by their Representatives and Affiliates. The Compliance Plan shall be reviewed and updated annually.

7.7 Compliance Certificate

A Compliance Certificate shall be prepared annually, maintained by the Regulated Affiliates for five years, and will include the following information in respect of the period of time covered by the Compliance Certificate:

- a) A copy of the Compliance Plan and any amendments thereto;
- b) An overall assessment of compliance with the Code by the Regulated Affiliates, and their Representatives; this assessment will include the measures, policies, procedures and monitoring mechanisms that the Regulated Affiliates will employ to ensure full compliance;
- c) In the event of any material non-compliance with the Code, a description thereof and an explanation of all steps taken to correct such non-compliance;
- d) Subject to the confidentiality provisions of Section 6 hereof, a summary of disputes, complaints and inquiry activity during the year;
- e) A certificate attesting to the completeness of the Compliance Certificate signed by the Compliance Officer of the Regulated Affiliates; and
- f) A list of agreements (including material transactions) the effect of which was to have a material economic impact on Regulated Affiliate's tolls for Transportation Service, including all material agreements between the Regulated Affiliates and Unregulated Affiliates pertaining to the provision of Shared Customer Services, Shared Services and Shared Core Corporate Services. In such circumstances, the detailed information to be provided shall, where reasonably possible and subject to confidentiality requirements include: a) the type, quantity, quality of service; b) pricing, allocation, or cost recovery provisions; c) confidentiality agreements; and d) a list of the Regulated Affiliates' Representatives involved.

7.8 Documents to be Provided to Applicable Regulator upon Request

If required by the CER, Saskatchewan Ministry of Energy and Resources or the Manitoba Minister of Growth, Enterprise and Trade as the case may be, a Regulated Affiliate shall provide the regulator with a copy of any document referred to in a Compliance Report or other supporting records and material.

7.9 Compliance Records and Audit

Compliance records shall be maintained in accordance with Section 7.6 above in a manner sufficient to support a third-party audit of the state of compliance with the Code by the Regulated Affiliate, its Representatives, and by Unregulated Affiliates with respect to the interactions of the Unregulated Affiliates with the Regulated Affiliate. All such compliance records shall be made available to all Customers through the then in effect means of communication system for the Regulated Affiliates, which as of the effective date is Ticket and Oil Movement Monitor (TOMM). All such compliance records shall also be made available for inspection or audit as may be required by the CER, Saskatchewan Ministry of Energy and Resources or the Manitoba Minister of Growth, Enterprise and Trade, as the case may be, from time to time.

8. COMPLAINTS

8.1 Complaints Filing

A customer may file a written complaint with a Regulated Affiliate in circumstances where a breach of this Code is alleged. Such written complaint shall be directed to the Compliance Officer and shall set out the details and nature of the complaint. Upon receipt of such a complaint, the Regulated Affiliate shall meet with the complainant in an attempt to resolve the complaint. If a resolution satisfactory to both Parties cannot be reached within 30 days of receipt, the dispute resolution provisions of Section 9 shall apply.

9. DISPUTE RESOLUTION

9.1 Good Faith Negotiations

Any requirement of or obligation set out in this Code to concur with or agree on the application of any matter identified herein as requiring such concurrence or agreement shall be construed as an obligation to act in good faith to make all reasonable efforts to achieve resolution of the matter at issue.

9.2 Dispute Resolution Process

Prior to referring a Dispute to the CER, the Saskatchewan Ministry of Energy and Resources or the Manitoba Minister of Growth, Enterprise and Trade, a Customer shall initiate a Dispute Resolution Process.

10. NON-COMPLIANCE WITH THE CODE

10.1 Non-Compliance

Any non-compliance with the Code by any Representatives with respect to the interactions of a Regulated Affiliate with an Unregulated Affiliate will be considered non-compliant by a Regulated Affiliate.

10.2 Consequences for Non-Compliance with Code

Non-compliance with the Code by a Regulated Affiliate shall subject the Regulated Affiliate to the full range of powers and authorities of the CER, Saskatchewan Minister of Energy and Resources or the Manitoba Minister of Growth, Enterprise or Trade or other applicable regulator, and may subject the individual to disciplinary action by their employer.

11. DEFINITIONS

“**Affiliate**” means any Person: (i) that controls a party; (ii) that is controlled by a party; or (iii) that is controlled by the same Person that controls a party; it being understood and agreed that for purposes of this definition, and the definitions of “Subsidiary”, the terms “controls” and “controlled by” shall mean the power to direct or cause the direction of the management and policies of another Person whether through the ownership of shares or partnership interests, a contract, trust arrangement or any other means, either directly or indirectly, that results in control in fact and without restricting the generality of the foregoing includes, with respect to the control of or by a corporation or a partnership, the ownership of shares or partnership interests carrying more than fifty percent (50%) of the voting rights regardless of whether such ownership occurs directly or indirectly, as contemplated above.

“**Body Corporate**” has the meaning ascribed to it in the *Canada Business Corporations Act*.

“**CER**” means the Canada Energy Regulatory (formerly the National Energy Board) or any replacement regulatory body or agency.

“**Code**” means this Affiliate Code of Conduct, as amended from time to time.

“**Compliance Certificate**” has the meaning ascribed thereto in Section 7.6

“**Compliance Officer**” has the meaning ascribed thereto in Section 7.2.

“**Compliance Plan**” has the meaning ascribed thereto in Section 7.5.

“Confidential Information” means any information relating to a specific Customer, or to a potential Customer, of a Regulated Affiliate, including information related to operations, finances or strategy, which information a Regulated Affiliate has obtained or compiled in connection with the provision of Transportation Services to such Customer or potential Customer, and which information is not otherwise available to the public.

“Cost Recovery Basis” means a proportionate share, allocated based on commercially reasonable methodology, of the fully burdened costs resulting from:

- i. Utilization of Unregulated Affiliate Representatives or Regulated Affiliate Representatives, which shall include all costs associated with salary, benefits, vacation, materials, disbursements and applicable overheads;
- ii. The use by either Unregulated Affiliates or Regulated Affiliates, as the case may be, of the other Party’s equipment, including an allocated share of capital and operating costs appropriate for the time period the equipment is utilized by the other Party; and
- iii. The use by either Unregulated Affiliates or Regulated Affiliates, as the case may be, of the other Party’s services.

“Customer” means any shipper, feeder, terminal, producer, or a representative designated by one of the same, which receives Transportation Services from a Regulated Affiliate.

“Dispute Resolution Process” means giving written notice (“Dispute Notice”) to the other Party advising of the initiation of the Dispute Process and outlining, in reasonable detail, the nature of the Dispute and the facts relied upon by that Party to support its position. Within seven (7) days following the delivery of a Dispute Notice, each Party to the Dispute shall appoint a representative or representatives (each a “Resolution Representative”) to attempt to resolve the Dispute. The Representatives shall be individuals who are technically qualified to appreciate and assess the Dispute and who have authority to negotiate a resolution to the Dispute. If the Dispute Resolution Process has not resulted in a resolution to the Dispute within 30 days of the delivery of the Dispute Notice, either Party may refer the Dispute to the CER, the Saskatchewan Minister of Energy and Resources or the Manitoba Minister of Growth, Enterprise or Trade or other applicable regulation, and such Party may request an expedited hearing by the CER or other applicable regulator.

“Information Services” means any computer systems, computer services, databases, electronic storage services or electronics communication media utilized by Customers.

“Kingston Midstream” means Kingston Midstream Limited, or any successor entity.

“Kingston Midstream Affiliates” means Kingston Midstream or:

- i. Any affiliate of Kingston Midstream, utilizing the definition of affiliate as it is defined in the *Canada Business Corporations Act*, as it may be amended from time to time;

- ii. A unit or division within Kingston Midstream or any Body Corporate referred to in clause (i) above; or
- iii. A partnership, joint venture, or person in which Kingston Midstream or any Body Corporate referred to in clause (i) above has a controlling interest or that is otherwise subject to the control of Kingston Midstream or such Body Corporate, or that has or reasonably expects to have a commercial or operational arrangement with Kingston Midstream.

“Market Value” means a value that reflects a price that would be determined between two arm’s length parties in a competitive market at the time of contracting for such service or product. Methods of Market Value determination may include but are not limited to competitive tendering, competitive quotes, bench marking studies, catalogue pricing, replacement cost comparison, or recent market transactions. In the event that Market Value is not a practicable method of valuation for the particular service or product, the value may be determined on a Cost Recovery Basis.

“Material” means an asset that is of market value greater than \$500,000 or the loss of which will have significant adverse material effect on the ability of a Regulated Affiliate to provide the current transportation services for Customers.

“Marketing Activities” means any activity by an Unregulated Affiliate concerning the provision of crude oil supply, the buying, selling or trading of crude oil, and the blending of crude oil with natural gas liquids, and for the purposes of this definition shall include any production of crude oil or upgrading or refining of crude oil.

“Objectives” has the meaning ascribed to it in Section 1.2.

“Participants” has the meaning ascribed to it in Section 1.1.

“Person” means a person as defined in the *Alberta Business Corporations Act*.

“Regulated Affiliates” means Kingston Midstream Affiliates who are deemed or declared as a common carrier are under the jurisdiction of the Canada Energy Regulator, the Saskatchewan Ministry of Energy and Resources or the Manitoba Minister of Growth, Enterprise and Trade.

“Representative” means employees, independent consultants, officers, directors or agents of the Regulated Affiliates and the Unregulated Affiliates.

“Settlement Agreements” means the current settlement agreement that provides a global settlement of the revenue requirement toll issues for Regulated Affiliates Pipeline System (the “System”) or any Settlement Agreement that in the future will extend, replace or supersede the current Settlement Agreements.

“Shared Core Corporate Services” means department functions that provide or receive shared strategic management and policy support to or from the Representatives of the corporate group members, and without limiting the foregoing may include legal, finance, tax, treasury, pensions, risk management, audit services, corporate planning, human resources, supply chain, external relations, land services, health and safety, communications, investor relations, trustee or public affairs. For clarity, such services shall not include any services related to Marketing Activities other than activities relating to administration, health safety and the environment and the management and operation of physical assets by employees who do not have access to Confidential Information, nor conduct other Marketing Activities.

“Shared Customer Services” means 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, petroleum quality service metrics, inventory management, facilities management, and control centre operations, the charges for such services to be reimbursed on a Cost Recovery Basis. For clarity, such services shall not include any services related to Marketing Activities other than activities relating to administration, health safety and the environment and the management and operation of physical assets by employees who do not have access to Confidential Information, nor conduct other Marketing Activities.

“Shared Employee” means an individual that by the nature of the work they perform could be classified as either a Representative of a Regulated Affiliate or an Unregulated Affiliate. For clarity, such services shall not include any services related to Marketing Activities other than activities relating to administration, health safety and the environment and the management and operation of physical assets by employees who do not have access to Confidential Information, nor conduct other Marketing Activities.

“Shared Service” means a service that is provided to both a Regulated Affiliate and an Unregulated Affiliate on a Cost Recovery Basis and which is designated as shared.

“Transportation Services” means a Regulated Affiliate transportation services provided by the Regulated Affiliates to Customers. Such services are limited to services generally required by the applicable statute for the regulated undertaking as such pipe integral to the undertaking and minimal tankage necessary for transportation, and specifically excludes the non-regulated matters of Unregulated Affiliates including management of linefill by Unregulated Affiliates.

“Unregulated Affiliate” means an Affiliate that is not a Regulated Affiliate.

“Westspur Affiliate” means Kingston Midstream Westspur Pipelines Limited or such other entity that may, from time to time, own the Kingston Midstream Westspur Pipeline.