
MONTREAL PIPE LINE LIMITED
LOCAL TARIFF

THE CHARGE NAMED IN THIS TARIFF IS FOR

THE HANDLING OF

PETROLEUM

at the terminal, Montreal East, Quebec

TERMINAL CHARGE FOR CRUDE PETROLEUM [D] 4.27¢ PER BARREL

REGULATION ON A COMPLAINT BASIS – The tolls of Montreal Pipe Line Limited are regulated by the National Energy Board on a complaint basis. The Company is required to make copies of tariffs and supporting financial information readily available to interested persons. Persons who cannot resolve toll and tariff issues with the Company may file a complaint with the Board. In the absence of a complaint, the Board does not normally undertake a detailed examination of the Company's tolls.

This tariff is applicable only on Petroleum received by Carrier's pipeline from tankage in Montreal East connected to Carrier's terminal for delivery to other connected tankage in Montreal East, Quebec.

ISSUED: NOVEMBER 30, 2009

EFFECTIVE: JANUARY 1, 2010

ISSUED BY
D. E. CYR, Secretary - Treasurer
MONTREAL PIPE LINE LIMITED
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2. RULES AND REGULATIONS

1. DEFINITIONS

As used in this tariff, the following terms have the following meanings:

- a) "Petroleum" means the direct product of oil wells and the indirect petroleum products resulting from refining crude petroleum or from the operation of gasoline or distillate recovery plants when mixed with the direct product of oil wells, but does not include natural gas liquids or refined petroleum products.
- b) "Barrel" means forty-two (42) United States gallons, or 34.972 Imperial gallons, at a temperature of sixty degrees (60° F) Fahrenheit.
- c) "Carrier" means Montreal Pipe Line Limited.
- d) "Connecting Carrier" means Enbridge Pipelines, Inc.
- e) "Consignee" means the party named by the Shipper to receive the Petroleum for delivery by the Carrier.
- f) "Density" in this tariff is mass per unit volume at fifteen degrees 15° Celsius expressed in kilograms per litre.
- g) "Kilopascal" is equivalent to 0.145 037 7 pound per square inch (psi).
- h) "Notice of Shipment" shall mean the notice of shipment given by Shipper to Carrier and shall include Shipper's Tender or batch identification number, name of Consignee to receive oil and the type, Density, and quantity of Petroleum to be delivered and applied to the Tender or batch.
- i) "Shipper" means the party who ships Petroleum from connecting tankage in Montreal East Quebec, for delivery through the Montreal East terminal of Carrier.
- j) "Tender" means an offer by a Shipper of a stated quantity of Petroleum for transportation from connecting tankage in Montreal East to other connecting tanks in Montreal East.

2. COMMODITY

This tariff covers the handling of Petroleum and no commodity other than Petroleum will be transported or handled under this tariff.

3. DESTINATION FACILITIES

Petroleum will be accepted at the Montreal East Terminal for delivery only when the Shipper and Consignee have provided the necessary tankage and other facilities for receiving the Petroleum in coordination with the handling of the Carrier's other deliveries.

4. IDENTITY OF OIL

Petroleum will be accepted for delivery only on condition that it shall be subject to such changes in Density or quality while in transit as may result from the mixture of said Petroleum with other Petroleum in the pipelines of Carrier or delivery lines of Consignee.

[W] 5. SPECIFICATIONS AS TO QUALITY

The Carrier shall not accept Petroleum for transportation, that as determined by the Carrier, has on receipt physical or chemical characteristics that may render such Petroleum not readily transportable by the Carrier or that may materially affect the quality of other Petroleum transported by the Carrier or that may otherwise cause disadvantage to Carrier. A copy of the procedures are available upon request from the Carrier at the address noted on the tariff.

Carrier reserves the right to reject Petroleum containing, prior to receipt, or to inject in Petroleum after receipt, corrosion inhibitors, viscosity or pour point depressants, or other such additives in the Petroleum to be transported.

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

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6. QUANTITIES

continuous flow.

A Tender or batch will be accepted only when the total quantity for a continuous single delivery to a designated receiving storage tank of the Consignee conforms with the operating requirements of the Carrier. A single delivery is a delivery of

7. PAYMENTS OF CHARGES AND LIENS FOR UNPAID CHARGES

invoice respecting such terminal and other charges. If required by the Carrier, the Shipper shall pay such charges before delivery of the Shipper's Petroleum by the Carrier.

A Shipper shall pay all terminal and other charges as provided for in this tariff relating to the transportation of the Shipper's Petroleum by the Carrier. The Shipper shall pay such terminal and other charges upon receipt of the Carrier's

The Carrier shall have a general lien on a Shipper's Petroleum that is in the possession of the Carrier to secure the payment of all terminal and other charges that are due to the Carrier by the Shipper. The Carrier may withhold the Shipper's Petroleum from delivery until all such terminal and other charges have been paid.

If charges for the transportation of Shipper's Petroleum remain unpaid for ten days after notice of demand for payment of such charges is made to such Shipper by the Carrier, then the Carrier shall have the right to remove and sell in any lawful manner any and all of such Shipper's Petroleum that is in the possession of the Carrier.

The Carrier shall pay from the proceeds of such sale all terminal and other charges accruing or due relating to the transportation of Shipper's Petroleum by the Carrier and all costs incurred by the Carrier with respect to the storage, transportation, removal, and sale of such Shipper's Petroleum. The remainder of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

8. EVIDENCE OF DELIVERIES

representatives of the Carrier and shall constitute full receipt for Petroleum delivered.

Petroleum delivered to Consignee shall be evidenced by tickets or other documents, showing quantity, temperature, sediment and water, and any other data essential to the determination of quantity. Such tickets or documents shall be signed by

9. LIABILITY OF CARRIER

acts of terrorism, quarantine, the authority of law, requisition or necessity of the Government of Canada in time of war, default of Shipper or owner, or from any other cause whatsoever not due to the negligence of the Carrier, except to the extent that the Carrier is indemnified by its insurers for all of any part of such loss. In the case of loss of any Petroleum from any such causes after it has been received from the Shipper and before same has been delivered to Consignee at Montreal East, Quebec, and provided that the Carrier is not indemnified by its insurers for all or any part of such loss, if such oil lost can be identified as belonging to a particular Shipper or Consignee, then the Shipper shall stand the loss and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of such loss. The Shipper shall be required to pay the terminal charge only on the net quantities of Petroleum actually delivered by the Carrier to Consignee.

The Carrier shall not be liable for any loss of Petroleum or damage thereto, or delay caused by fire, storm, flood, epidemics, acts of God, riots, strikes, nuclear contamination from any cause, insurrection, rebellion, war, act of the public enemy,

10. CLAIMS, SUITS AND TIME FOR FILING

has elapsed; and suits shall be instituted against the Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the Carrier shall not be liable and such claims will not be paid.

As a condition precedent to recovery, claims must be filed in writing with the Carrier, within nine (9) months after delivery of the property, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery

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11. MEASURING AND TESTING

The Petroleum delivered at Montreal East shall be measured and tested by a representative of the Shipper or Connecting Carrier. A representative of the Carrier may be present at such measuring or testing. Representatives of the

Carrier shall have the right to enter upon the premises where such Petroleum deliveries are measured and delivered and have access to any and all meters, tanks or receiving receptacles for the purpose of such measuring or gauging and testing, and to make any examination, inspection, measurement or tests authorized by these regulations.

Petroleum received and delivered shall be measured and calculated in accordance with applicable A.P.I. Manual of Petroleum Measurement Standards. All shipments of Petroleum will be received and delivered as net standard volume, as the total volume excluding water and sediment, corrected by the appropriate volume correction factor for the observed temperature and A.P.I. gravity, relative density, or density to a standard temperature of sixty degrees (60°F) Fahrenheit. Metered volumes will also be corrected by applicable pressure correction factor and meter factor. If tank gauges are used, volumes shall be computed from correctly compiled tank tables on a one hundred percent (100%) volume basis. Karl Fischer Titration and sediment tests, or other methods agreed upon, shall be used for ascertaining the percentage of sediment and water in the Petroleum.

12. APPLICATION OF CHARGE

Petroleum accepted from the Shipper for delivery shall be subject to the terminal charge in effect on the date such Petroleum is delivered to the Consignee.

Explanation of Reference Marks:

[D] Denotes decrease.

[W] Denotes change in wording.