



NON-BINDING REQUEST FOR PROPOSAL

BACKGROUND

Westcoast Energy Inc. dba Spectra Energy Transmission (Westcoast) is seeking non-binding proposals for the provision of park and loan services to Westcoast for natural gas in Zone 3 or Zone 4 on Westcoast's Pipeline System in British Columbia to manage systems gas for its mainline transmission pipeline.

TERMS AND CONDITIONS

Westcoast reserves the right to accept or reject any proposal. The proposal with the lowest price, rates or fees will not necessarily be accepted by Westcoast. Westcoast also reserves the right to cancel this Request for Proposal at any time without providing any reasons for such cancellation.

Once Westcoast has determined which proposal, if any, it wishes to select, the successful proponent and Westcoast will negotiate the terms and conditions of a Park and Loan Services agreement.

The acceptance, if any, of a proposal by Westcoast is contingent upon Westcoast's sole determination, acting in its discretion, that it is in the best interests of Westcoast to accept any such proposal, in whole or in part, based upon any factors it determines are relevant, including, without limitation, expertise, capability, quality, timeliness, reputation, price, reliability, safety, creditworthiness, and access to funds. Westcoast is under no obligation to provide any explanation of the reasons for its acceptance or rejection of any proposal.

Westcoast expressly reserves the right to accept or reject, at Westcoast's discretion, any proposal if, in Westcoast's sole determination, acting in its discretion:

- there is an obvious and demonstrable defect, error or mistake in the proposal whether such defect, error or mistake is material or immaterial;
- the proposal is non-compliant, conditional, incomplete, irregular, unrealistic or otherwise deficient; or
- the proposal is not received in the manner specified herein, by the Due Date specified below and for clarity, Westcoast may, acting in its discretion, accept or reject any proposal submitted after the time-period specified below.

No obligations of any nature whatsoever shall be created unless and until a final definitive written Park and Loan Services agreement has been fully executed by Westcoast and the successful proponent.

Westcoast shall in no event be responsible or held liable to any proponent for any costs, liabilities or damages whatsoever which proponent may sustain, incur or pay, or which may be brought against

proponent (including liabilities for any proposal), howsoever the same may be caused, arising from or in relation to the submission by proponent of the proposal or any act or omission of Westcoast in relation to this Request for Proposal, including any decision by Westcoast to reject any or all proposals, accept a proposal submitted by another third party, or procure the supply of the park and loan services, in whole or in part, from a third party, and proponent hereby irrevocably, absolutely and finally releases and indemnifies and agrees to hold Westcoast harmless from any such costs, liabilities and damages, including, without limitation, third party claims, preparation costs or loss of profits, whether arising in contract, tort (including negligence) or otherwise. Westcoast's sole consideration and responsibility for a proponent's submission of a proposal shall be to review such proposal.

REQUIREMENTS

The details of the proposed park and loan services terms are as follows:

- Term: January 1, 2023 – December 31, 2024
- Volume: Minimum daily quantity plus or minus 50,000 GJ. Minimum total transactions of plus or minus 700,000 GJ. Balance at the end of term of contract will be 0 GJ. All transactions will be transacted at locations in Zone 3 or Zone 4.
- Notification: Any requests for daily quantity will be completed no later than 7:00AM Mountain Time one day before gas flow.
- Price: Please provide a monthly demand charge associated with access to a daily park/loan at the minimum daily quantity volume shown above, up to the minimum total quantity shown above. This demand charge will include all costs associated with providing this service at locations in Zone 3 or Zone 4.
- Due Date: Please provide proposals on or before by 12:00pm (noon) Mountain Daylight Time on August 26, 2022.
- Contact: David Holmes
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