

Attachment A

Revised proposed Trust Agreement

THE ENBRIDGE LINE 93 DECOMMISSIONING TRUST

By this instrument dated the _____ day of _____, 2023, ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a limited partnership established under the laws of Delaware (“Enbridge” or “Settlor”), establishes a trust upon the terms and conditions set forth herein (the “Trust”) and _____ agrees to act as Trustee (the “Trustee”) of the Trust.

ARTICLE 1 NAME, PURPOSE AND NATURE OF TRUST; AMENDMENTS

1.1 The Trust shall be known as THE ENBRIDGE LINE 93 DECOMMISSIONING TRUST.

1.2 The Trust is established pursuant to orders issued by the Minnesota Public Utilities Commission (“MPUC”) in MPUC Docket Nos. PL-9/CN-14-916 and PL-9/CN-21-823, as the same may be amended or supplemented by subsequent orders (collectively, the “MPUC Orders”) requiring Enbridge to establish a decommissioning trust fund for the purpose of funding Decommissioning Expenses for Line 93, as defined in this instrument. It is Enbridge’s intention to comply with the MPUC Orders, and all provisions of this instrument shall be construed accordingly.

1.3 The Trust is a noncharitable purpose trust established pursuant to §§ 55-1-20 to 55-1-22.6 of the South Dakota Codified Laws for the purpose of funding Decommissioning Expenses for Line 93. Creation and administration of the Trust will benefit the environment, the people of the United States, the State of Minnesota and the tribal nations that share its geography, the landowners whose property is traversed or otherwise affected by Line 93, Settlor, its customers, and their respective successors.

1.4 It is intended that all transfers of property to the Trust shall constitute “qualified dispositions,” and this Trust shall constitute a “trust instrument” as such terms are defined under Chapter 55-16 of the South Dakota Codified Laws.

1.5 In the event legislation or regulations are amended or adopted that would allow a trust for the purpose of decommissioning an oil pipeline to qualify as a decommissioning reserve fund under Section 468A of the Internal Revenue Code and the regulations thereunder, or as a similar fund under newly adopted statutes or regulations, the Trustee may with the consent of the Enforcer, but shall not be required to, amend this instrument so that the Trust would so qualify.

1.6 This instrument may be amended only pursuant to a written instrument executed by the Enforcer; provided, however, no amendment shall be effective without either (i) an order of the Minnesota District Court for the Second Judicial District, Ramsey County, Minnesota,

after notice and a hearing, approving such amendment or (ii) joint written consent of the Responsible Party and the Trustee to the adoption of such amendment without a court order.

1.7 Title to property of the Trust is not vested in the Settlor and shall not vest in the Responsible Party until distribution of such property to the Responsible Party, neither the principal nor the income of the trust shall be liable for the debts of the Settlor or the Responsible Party, and neither the Settlor nor the Responsible Party shall have the power to voluntarily or involuntarily transfer, encumber or in any manner to anticipate or dispose of property of the Trust.

1.8 Except as provided in this Article, the Trust is irrevocable and may not be amended.

1.9 The purpose of this Trust is limited to the matters set forth herein and this Trust shall not be construed to confer upon the Trustee any authority to conduct business.

ARTICLE 2 TAX STATUS

2.1 Under current law, Settlor or its partners may be subject to Tax with respect to the property and income of the Trust pursuant to Section 677 of the Internal Revenue Code. Settlor, on behalf of itself and its partners, reserves the right to be reimbursed by the Trustee for any and all such Taxes, to the extent Settlor is unable to pass the cost of such Taxes on to its ratepayers.

2.2 The Trust shall not be a “foreign trust,” as that phrase is defined in Section 7701(a)(31)(B) of the U.S. Internal Revenue Code. Notwithstanding any contrary provision hereof, (a) the Trustee of such trust must be a United States person (as defined in Section 7701(a)(30) of the U.S. Internal Revenue Code), (b) all substantial decisions with respect to such trust (including removal and appointment of Trustees) shall be controlled by one or more United States persons, and (c) such trust shall be subject to the jurisdiction of a court within the United States of America.

ARTICLE 3 IDENTIFICATION AND DEFINITIONS

3.1 The Trust shall be funded pursuant to an order from the MPUC in Docket No. PL-9/CN-21-823, as the same may be amended by subsequent orders.

3.2 “Decommissioning” means (a) abandoning an oil pipeline, as the term is defined in 49 C.F.R. §192.3, including but not limited to complete or partial removal, monitoring, repair, maintenance, restoration and remediation, and (b) planning for such abandonment, including but not limited to seeking necessary regulatory approvals and negotiating agreements with affected landowners or governmental subdivisions.

3.3 “Decommissioning Expenses” means all expenses approved by the Enforcer with respect to the Decommissioning of Line 93, including but not limited to labor, materials, insurance, professional fees and other costs.

3.4 “Decommissioning Obligations” means the obligation of the Responsible Party to engage in Decommissioning and to incur Decommissioning Expenses with respect to Line 93, under the MPUC Order.

3.5 The “Enforcer” means the individual or organization designated to enforce the purpose of the trust as required by § 55-1-21.4 of the South Dakota Codified Laws. The initial Enforcer shall be appointed by the MPUC.

3.6 An “Interested Party” means any of the Responsible Party, the Enforcer or the Trust Protector.

3.7 The “Internal Revenue Code” refers to the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of any subsequent Internal Revenue Code.

3.8 “Line 93” means the oil pipeline described in the Certificate of Need for the Line 3 Replacement Project in Minnesota from the North Dakota Border to the Wisconsin Border (MPUC Docket No. PL9/CN-14-916; OAH Docket No. 65-2500-32764).

3.9 The “MPUC” and the “MPUC Order” shall have the meanings assigned in Article 1 of this instrument.

3.10 The “Responsible Party” means ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a limited partnership established under the laws of Delaware, and any successor(s) to its Decommissioning Obligations by merger, acquisition, assignment and assumption, or otherwise. The Trustee may rely conclusively upon the joint written statement of the last Responsible Party as reflected in the Trust records and the Enforcer as to the identity of any successor Responsible Party.

3.11 “Tax” or “Taxes” means all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including but not limited to, income, excise, ad valorem, real or personal property, franchise, gross receipts, license, stamp, transfer or other taxes, including any interest, penalties or additions attributable thereto.

3.12 “Termination Date” means the completion of the Decommissioning of Line 93.

3.13 The “Trust” means the trust established under this instrument.

3.14 “Trust Protector” means a trust protector as defined § 55-1B-1(2) of the South Dakota Codified Laws and is given only the powers granted by this instrument. The MPUC and

the Responsible Party shall appoint the initial and any successor Trust Protector. If no Trust Protector or successor Trust Protector is acting pursuant to the terms of this instrument, a court having or capable of asserting jurisdiction over the Trust may appoint one or more Trust Protectors and successor Trust Protectors. The Trust Protector shall act in a fiduciary capacity. The Trust Protector shall not be accountable to any person or to the Trustee for any act or omission in relation to the powers given to the Trust Protector by this instrument in the absence of gross negligence, fraud or willful misconduct. The Trust Protector shall be an individual meeting the following qualifications:

- (1) The Trust Protector must be a licensed attorney or a certified public accountant.
- (2) The Trust Protector must have knowledge of the laws governing the administration of the trust and have experience in administering or advising clients regarding the administration of large trusts.
- (3) The Trust Protector must not be employed by or affiliated in any way with the Trustee or any Interested Party.

3.15 “Trustee” refers to any individual, corporation or other legal entity from time to time acting as trustee of a trust under this instrument. All terms relating to the Trustee shall include both the singular and the plural if at any time there is more than one or where the context so indicates. Any corporation which shall by merger, consolidation, purchase or otherwise succeed to the business of the Trustee relevant to the Trust shall be the successor to the Trustee without any further act or formality, with the same effect as if such successor had originally been named in this instrument. As soon as practical after any such merger, consolidation, purchase or other succession event, the successor Trustee shall provide written notice to the Responsible Party and the Enforcer of its agreement to be bound by this instrument and to administer and distribute the Trust as provided herein.

ARTICLE 4 TRUSTEES

4.1 The initial Trustee is authorized to act as a Trustee in South Dakota, and pursuant to Section 7.1 of this instrument, South Dakota law shall govern the administration of the Trust. Wherever the Trust is administered, the Trustee must maintain a “trust office” in Minnesota, as that phrase is used in Minnesota Statutes, § 501C.0207(a)(2)(i), and the venue for a court proceeding with respect to the Trust shall be in Minnesota, unless the Enforcer consents to a different venue.

4.2 The Responsible Party and the Enforcer shall have the right (acting jointly) to remove the Trustee, by written notice delivered to the Trustee.

4.3 If at any time there is a vacancy in the office of Trustee of the Trust, the Responsible Party and the Enforcer (acting jointly) shall appoint such one or more individuals

or a corporation or other legal entity (other than the Responsible Party or any officer, director, or affiliate of the Responsible Party) as Trustee of the Trust.

4.4 A Trustee of the Trust may at any time resign by delivering the Trustee's written resignation to each other Trustee, to the Responsible Party and to the Enforcer. The resignation of a Trustee shall take effect on the later of (1) the date specified in the Trustee's written resignation, (2) the date of delivery of the Trustee's written resignation, or (3) if such resignation results in a vacancy in the office of Trustee, the appointment and acceptance of a successor Trustee.

4.5 Upon the appointment of a replacement Trustee, the Trustee that has resigned or been removed shall immediately transfer title to and pay over all of the assets comprising the Trust to the replacement Trustee, less such reasonable amounts as the outgoing Trustee establishes are necessary to cover its unpaid fees and expenses and any amounts owing to it hereunder, and shall transfer all relevant books and records maintained by it to the replacement Trustee. The Trustee that has resigned or been removed shall have no duties, responsibilities or liability with respect to the acts or omissions of any replacement Trustee, and the replacement Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any predecessor Trustee.

ARTICLE 5 ADMINISTRATION AND DISTRIBUTION OF TRUST

5.1 Until the Termination Date, the Trust shall be administered and distributed by the Trustee upon the following terms and conditions:

- (1) The Trustee may pay compensation of the Trustee from the Trust, according to its published fee schedule, subject to any discounts that may be applied by mutual agreement of the Responsible Party and the Trustee. Such compensation may be adjusted from time to time in the future in such amounts as may be agreed upon in writing by the Trustee and the Responsible Party. The Trustee shall be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in its performance of such services. The Trustee shall pay all Trustee's fees, expenses and compensation from the Trust.
- (2) The Trustee may employ attorneys, accountants, agents or other persons, even though such a person or organization may then be associated with the Trustee (but no such person or organization shall be an affiliate, officer, or director of the Responsible Party), to advise or assist the Trustee in the performance of its duties, and the Trustee may pay the reasonable charges of all such persons and organizations, subject to any limitations with respect to investment fees that may be applied by mutual agreement of the Responsible Party and the Trustee.

- (3) With the approval of the Trust Protector, the Trustee may pay, compromise, contest, submit to arbitration, or otherwise settle claims in favor of or against the Trust.
- (4) The Trustee (i) shall pay Taxes, if any, incurred with respect to income and property of the Trust that is not taxable to the Responsible Party, and (ii) shall reimburse the Responsible Party for Taxes incurred by the Responsible Party or its partners with respect to income or property of the Trust.
- (5) The Responsible Party may request that the Trust Protector direct distributions from the Trust to pay Decommissioning Expenses. The Trust Protector shall have the discretion to direct such distributions, subject to the fiduciary obligation to achieve the material purposes of the Trust. The Trustee shall act in accordance with the directions of the Trust Protector with respect to distributions, and shall have no duty to monitor, review, inquire, investigate, recommend, evaluate, or warn with respect to the Trust Protector's exercise of or failure to exercise his, her or their powers.
- (6) The Trust Protector may direct that Decommissioning Expenses be paid (a) directly to third parties engaged by the Responsible Party to provide materials or services related to Decommissioning, (b) to the Responsible Party to be used to pay Decommissioning Expenses, or (c) to the Responsible Party as reimbursement for Decommissioning Expenses previously paid by the Responsible Party. If the Responsible Party fails to meet its obligations to engage in Decommissioning, as determined by the court having jurisdiction over the Trust, resulting in the MPUC or any governmental subdivision or agency of the State of Minnesota directly engaging in Decommissioning, the Trust Protector may direct that Decommissioning Expenses be paid (a) directly to third parties engaged by such commission, subdivision or agency to provide materials or services related to Decommissioning, or (b) to such commission, subdivision or agency to be used to pay Decommissioning Expenses.
- (7) The Trust Protector may rely conclusively on a certification of the Responsible Party and the Enforcer made in a form attached hereto as **Exhibit A**, and the Trust Protector shall have no duty to inquire into the correctness or accuracy of a properly executed certification.
- (8) Section 55-1B-2 of the South Dakota Codified Laws shall apply to this Trust, and nothing herein shall be construed in any way to diminish the Trustee's protection from liability and responsibility that is provided to an "excluded fiduciary" as defined under Section 55-1B-1(5) of the South Dakota Codified Laws.

5.2 Pursuant to § 55-1-21.4 of the South Dakota Codified Laws, the Enforcer shall have standing to enforce the purpose of the Trust, and the Enforcer may petition for, consent to, waive, or object to any matter regarding the Trust. The initial Enforcer shall be appointed by the MPUC. The Enforcer may appoint one or more additional or successor Enforcers. The Enforcer may demand reasonable information related to the administration of the Trust from the Trustee, including a periodic accounting. The Enforcer shall act in a fiduciary capacity. The Enforcer shall not be accountable to any person or to the Trustee for any act or omission in relation to the powers given to the Enforcer by this instrument in the absence of gross negligence, fraud or willful misconduct. If no Enforcer or successor Enforcer is acting pursuant to the terms of this instrument, a court having or capable of asserting jurisdiction over the Trust may appoint one or more Enforcers and successor Enforcers.

5.3 Upon the Termination Date, the remaining principal and any accrued or undistributed income of the Trust shall be allocated and distributed to a nonprofit corporation the Responsible Party shall establish, which shall be classified as a private operating foundation under Section 4942(j)(3) of the Internal Revenue Code, and which shall have as its primary purpose the funding of expenses relating to the Decommissioning of abandoned oil pipelines and other similar infrastructure in the State of Minnesota, and associated environmental remediation. To the extent possible, and subject to the requirements of Section 4942(j)(3) and the regulations thereunder, priority shall be given to Decommissioning of pipelines formerly operated by Settlor, but only to the extent Settlor is not legally obligated to fund such Decommissioning. The Trustee is under no obligation to inquire into or determine when and if a termination has occurred hereunder and the Trustee shall make any termination distribution only in reliance upon the Settlor's certification and direction.

5.4 After termination of the Trust, and for the purposes of liquidating and winding up of its affairs, the Trustee shall continue to act as such until its duties have been fully performed. Upon the distribution of all of the Trust for the purposes of the Trust created hereunder or to the Settlor, and payment and discharge of all debts, liabilities and obligations under the Trust, the Settlor will provide the Trustee with a certification that all such debts, liabilities and obligations of the Trust have been met and the Trust can be terminated. At such point, the Trustee shall have no further duties or obligations hereunder.

ARTICLE 6 ACCOUNTINGS

6.1 Until the Termination Date, the Trustee shall provide (a) annual and quarterly trust accountings and (b) monthly account statements for all bank, investment and financial accounts of the Trust to the Responsible Party and to the Enforcer. The Trustee shall also provide the Responsible Party with any other reports and information reasonably requested by the Responsible Party in order to allow the Responsible Party to comply with both its financial reporting and Tax filing obligations, and the Trustee shall also provide to the Enforcer any other reports and information reasonably requested by the Enforcer in order to allow the Enforcer to comply with its role in overseeing the Trust on behalf of the MPUC.

6.2 To the maximum extent allowed under applicable law, the Trustee shall have no duty to keep any other person informed of any facts or information relating to the administration of the Trust, including the existence of the Trust. Any requirement the Trustee would otherwise have to provide notice, accounts or information under S.D. Codified Laws § 55-2-13 is hereby expressly waived.

6.3 Settlor agrees to prepare or cause to be prepared such income or other tax information returns and reports as may be required from time to time, and shall provide copies thereof to the Trustee for execution at least thirty (30) days in advance of their filing deadline. Costs incurred by the Trustee in its review shall be reimbursable expenses in accordance with Section 5.1. Upon request of the Trustee, the Settlor shall provide to the Trustee all statements, documents, lists or other information used by the Settlor in connection with the preparation of such returns. The Settlor shall indemnify and hold the Trustee harmless from all costs and liabilities related to the filing or failure to file any tax or information return unless such cost or liability is due to the Trustee's negligence or willful misconduct.

ARTICLE 7 GOVERNING LAW; POWERS OF TRUSTEE

7.1 The laws of the State of South Dakota shall govern the interpretation and validity of the provisions of this instrument and all questions relating to the management, administration, investment and distribution of the Trust; provided, however, Minnesota law shall apply where specifically referenced in this Agreement and with respect to all decommissioning, permitting, reclamation, remediation, forfeiture and other laws, other than those governing the trust-related provisions of this Agreement. With the consent of the Responsible Party and the Enforcer, the situs of the administration of the Trust may be moved from one jurisdiction to another, and in that circumstance the Trustee (with the consent of the Responsible Party and the Enforcer) may, but shall not be required to, elect to have the laws that jurisdiction govern the administration of the Trust.

7.2 The Trustee is vested with the powers set forth in this Trust Agreement, including but not limited to those powers conferred by law affecting any Trust created hereunder and the Trust Estate. Furthermore, the Trustee shall have all powers granted by Chapter 55 of the South Dakota Codified Laws, as amended from time to time, subject to any express limitations or contrary directions contained in this instrument.

7.3 The Trustee shall not be liable for any actions it takes or refrains from taking in the accordance with proper directions (or in the absence of proper direction) of the Responsible Party or any of its authorized agents (including delegates or appointees). The property of the Trust shall fully indemnify the Trustee and hold it harmless from loss or liability, including reasonable legal fees and costs, which the Trustee sustains in discharging its duties and responsibilities under this Trust Agreement as directed by the Trust Protector, unless such loss or liability results from the Trustee's negligence, willful misconduct, or violation of the terms of this Trust Agreement. For purposes hereof, negligence shall not include the failure to file a

tax or information return in the absence of direction or the failure to consider the prudence of any direction. The foregoing indemnities shall survive the resignation or discharge of the Trustee or termination of this Trust Agreement.

7.4 The Trust shall be perpetual to the fullest extent permitted by applicable law. If the Trust is deemed to be subject to the law of a jurisdiction that has a rule against perpetuities or similar rule which limits the period during which property can be held in trust, then the Trust shall terminate upon the expiration of the longest period that property may be held in trust under the law of such jurisdiction; provided, however, that if the jurisdiction has a rule against perpetuities or similar rule which applies only to certain types of property, such as real property, the provisions of this Section shall apply only to such property.

The trust is established by ENBRIDGE ENERGY, LIMITED PARTNERSHIP, as Settlor, and accepted by _____, as Trustee, on the day and year first above written.

ENBRIDGE ENERGY,
LIMITED PARTNERSHIP, Settlor

Witness

By _____
Its _____

Witness

_____, Trustee

Witness

By _____
Its _____

Witness

Exhibit A

CERTIFICATE FOR PAYMENT OF DECOMMISSIONING EXPENSE

This Certificate is submitted pursuant to Section 5.1(5) of the Trust Agreement dated _____, 2023, establishing the Enbridge Line 93 Decommissioning Trust (the “Trust”). All capitalized terms in this Certificate shall have the meanings assigned to such terms in such Trust Agreement. Settlor hereby certifies as follows:

1. The amount to be paid from the Trust to the Responsible Party or to one or more third parties on its behalf pursuant to this Certificate shall be used solely for the purpose of (a) paying in advance the Decommissioning Expenses the Responsible Party plans to incur, as described in Schedule A hereto, or (b) reimbursing the Responsible Party for the Decommissioning Expenses previously incurred by the Responsible Party, described in Schedule A hereto.
2. None of such Decommissioning Expenses have previously been paid from the Trust pursuant to any prior Certificate.
3. The necessary authorizations of governmental authority(ies) having jurisdiction over the Responsible Party and Line 93, if any, have been obtained.

Dated: _____

[RESPONSIBLE PARTY]

By _____
Its _____

[ENFORCER]

By _____
Its _____

THE ENBRIDGE LINE 93 DECOMMISSIONING TRUST

By this instrument dated the _____ day of _____, ~~2022~~2023, ENBRIDGE ENERGY, LIMITED PARTNERSHIP, a limited partnership established under the laws of Delaware (“Enbridge” or “Settlor”), establishes a trust upon the terms and conditions set forth herein (the “Trust”) and _____, ~~Sioux Falls, South Dakota~~, agrees to act as ~~directed~~ Trustee (the “Trustee”) of the Trust.

ARTICLE 1 NAME, PURPOSE AND NATURE OF TRUST; AMENDMENTS

1.1 The Trust shall be known as THE ENBRIDGE LINE 93 DECOMMISSIONING TRUST.

1.2 The Trust is established pursuant to ~~orders~~ an orders issued by the Minnesota Public Utilities Commission (“MPUC”) in MPUC Docket Nos. PL-9/CN-14-916 and PL-9/CN-21-823, as the same may be amended or supplemented by subsequent orders (collectively, the “MPUC Orders”) requiring Enbridge to establish a decommissioning trust fund for the purpose of funding Decommissioning Expenses for Line 93, as defined in this instrument. —It is Enbridge’s intention to comply with the MPUC Orders, and all provisions of this instrument shall be construed accordingly.

1.3 The Trust is a noncharitable purpose trust established pursuant to §§ 55-1-20 to 55-1-22.6 of the South Dakota Codified Laws for the purpose of funding Decommissioning Expenses for Line 93. Creation and administration of the Trust will benefit the environment, the people of the United States, the State of Minnesota and the tribal nations that share its geography, the landowners whose property is traversed or otherwise affected by Line 93, Settlor, its customers, and their respective successors.

1.4 It is intended that all transfers of property to the Trust shall constitute “qualified dispositions”, and this Trust shall constitute a “trust instrument” as such terms are defined under Chapter 55-16 of the South Dakota Codified Laws. ~~At all times while the applicable law governing the administration of the Trust is that of the State of South Dakota, the Trustee shall be a “qualified person” (defined under § 55-16-3 of the South Dakota Codified Laws) and the Trustee shall carry out its administrative duties in the State of South Dakota.~~

1.5 In the event legislation or regulations are amended or adopted that would allow a trust for the purpose of decommissioning an oil pipeline to qualify as a decommissioning reserve fund under Section 468A of the Internal Revenue Code and the regulations thereunder, or as a similar fund under newly adopted statutes or regulations, the Trustee may with the consent of the Enforcer, but shall not be required to, amend this instrument so that the Trust would so qualify.

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- (2) The Trust Protector must have knowledge of the laws governing the administration of the trust and have experience in administering or advising clients regarding the administration of large trusts.
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ARTICLE 4 TRUSTEES

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4.3 If at any time there is a vacancy in the office of Trustee of the Trust, the Responsible Party and the Enforcer (acting jointly) shall appoint such one or more individuals or a corporation or other legal entity (other than the Responsible Party or any officer, director, or affiliate of the Responsible Party) as Trustee of the Trust.

4.4 A Trustee of the Trust may at any time resign by delivering the Trustee's written resignation to each other Trustee, to the Responsible Party and to the Enforcer. The resignation of a Trustee shall take effect on the later of (1) the date specified in the Trustee's written resignation, (2) the date of delivery of the Trustee's written resignation, or (3) if such resignation results in a vacancy in the office of Trustee, the appointment and acceptance of a successor Trustee.

4.5 Upon the appointment of a replacement Trustee, the Trustee that has resigned or been removed shall immediately transfer title to and pay over all of the assets comprising the Trust to the replacement Trustee, less such reasonable amounts as the outgoing Trustee establishes are necessary to cover its unpaid fees and expenses and any amounts owing to it hereunder, and shall transfer all relevant books and records maintained by it to the replacement Trustee. The Trustee that has resigned or been removed shall have no duties, responsibilities or liability with respect to the acts or omissions of any replacement Trustee, and the replacement Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any predecessor Trustee.

ARTICLE 5 ADMINISTRATION AND DISTRIBUTION OF TRUST

5.1 Until the Termination Date, the Trust shall be administered and distributed by the Trustee upon the following terms and conditions:

- (1) The Trustee may pay compensation of the Trustee from the Trust, according to its published fee schedule, subject to any discounts that may be applied by mutual agreement of the Responsible Party and the Trustee. Such compensation may be adjusted from time to time in the future in such amounts as may be agreed upon in writing by the Trustee and the Responsible Party. The Trustee shall be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in its performance of such services. The Trustee shall pay all Trustee's fees, expenses and compensation from the Trust.
- (2) The Trustee may employ attorneys, accountants, agents or other persons, even though such a person or organization may then be associated with the Trustee (but no such person or organization shall be an affiliate, officer, or director of the Responsible Party), to advise or assist the Trustee in the performance of its

duties, and the Trustee may pay the reasonable charges of all such persons and organizations, subject to any limitations with respect to investment fees that may be applied by mutual agreement of the Responsible Party and the Trustee.

- (3) ~~The~~With the approval of the Trust Protector, the Trustee may pay, compromise, contest, submit to arbitration, or otherwise settle claims in favor of or against the Trust.
- (4) The Trustee (i) shall pay Taxes, if any, incurred with respect to income and property of the Trust that is not taxable to the Responsible Party, and (ii) shall reimburse the Responsible Party for Taxes incurred by the Responsible Party or its partners with respect to income or property of the Trust.
- (5) The Responsible Party may request that the Trust Protector direct distributions from the Trust to pay Decommissioning Expenses. The Trust Protector shall have the discretion to direct such distributions, subject to the fiduciary obligation to achieve the material purposes of the Trust. The Trustee shall act in accordance with the directions of the Trust Protector with respect to distributions, and shall have no duty to monitor, review, inquire, investigate, recommend, evaluate, or warn with respect to the Trust Protector's exercise of or failure to exercise his, her or their powers.
- (6) ~~(5) In addition, the Trustee shall pay to or on behalf of the Responsible Party such amounts as the Trustee shall deem advisable to pay~~The Trust Protector may direct that Decommissioning Expenses. ~~In the exercise of the Trustee's discretion, the Trustee may rely conclusively on a certification of the Responsible Party and the Enforcer made in a form attached hereto as **Exhibit A**, and the Trustee shall have no duty to inquire into the correctness or accuracy of a properly executed certification. Decommissioning Expenses may~~ be paid (a) directly to third parties engaged by the Responsible Party to provide materials or services related to Decommissioning, (b) to the Responsible Party to be used to pay Decommissioning Expenses, or (c) to the Responsible Party as reimbursement for Decommissioning Expenses previously paid by the Responsible Party. If the Responsible Party fails to meet its obligations to engage in Decommissioning, as determined by the court having jurisdiction over the Trust, resulting in the MPUC or any governmental subdivision or agency of the State of Minnesota directly engaging in Decommissioning, the Trust Protector may direct that Decommissioning Expenses be paid (a) directly to third parties engaged by such commission, subdivision or agency to provide materials or services related to Decommissioning, or (b) to such commission, subdivision or agency to be used to pay Decommissioning Expenses.
- (7) The Trust Protector may rely conclusively on a certification of the Responsible Party and the Enforcer made in a form attached hereto as **Exhibit A**, and the

Trust Protector shall have no duty to inquire into the correctness or accuracy of a properly executed certification.

- (8) Section 55-1B-2 of the South Dakota Codified Laws shall apply to this Trust and nothing herein shall be construed in any way to diminish the Trustee's protection from liability and responsibility that is provided to an "excluded fiduciary" as defined under Section 55-1B-1(5) of the South Dakota Codified Laws.

5.2 Pursuant to § 55-1-21.4 of the South Dakota Codified Laws, the Enforcer shall have standing to enforce the purpose of the Trust, and the Enforcer may petition for, consent to, waive, or object to any matter regarding the Trust. The initial Enforcer shall be appointed by the MPUC. The Enforcer may appoint one or more additional or successor Enforcers. The Enforcer may demand reasonable information related to the administration of the Trust from the Trustee, including a periodic accounting. The Enforcer shall act in a fiduciary capacity. The Enforcer shall not be accountable to any person or to the Trustee for any act or omission in relation to the powers given to the Enforcer by this instrument in the absence of gross negligence, fraud or willful misconduct. If no Enforcer or successor Enforcer is acting pursuant to the terms of this instrument, a court having or capable of asserting jurisdiction over the Trust may appoint one or more Enforcers and successor Enforcers.

5.3 Upon the Termination Date, the remaining principal and any accrued or undistributed income of the Trust shall be allocated and distributed to a nonprofit corporation the Responsible Party shall establish, which shall be classified as a private operating foundation under Section 4942(j)(3) of the Internal Revenue Code, and which shall have as its primary purpose the funding of expenses relating to the Decommissioning of abandoned oil pipelines and other similar infrastructure in the State of Minnesota, and associated environmental remediation. To the extent possible, and subject to the requirements of Section 4942(j)(3) and the regulations thereunder, priority shall be given to Decommissioning of pipelines formerly operated by Settlor, but only to the extent Settlor is not legally obligated to fund such Decommissioning. The Trustee is under no obligation to inquire into or determine when and if a termination has occurred hereunder and the Trustee shall make any termination distribution only in reliance upon the Settlor's certification and direction.

5.4 After termination of the Trust, and for the purposes of liquidating and winding up of its affairs, the Trustee shall continue to act as such until its duties have been fully performed. Upon the distribution of all of the Trust for the purposes of the Trust created hereunder or to the Settlor, and payment and discharge of all debts, liabilities and obligations under the Trust, the Settlor will provide the Trustee with a certification that all such debts, liabilities and obligations of the Trust have been met and the Trust can be terminated. At such point, the Trustee shall have no further duties or obligations hereunder.

ARTICLE 6
ACCOUNTINGS

6.1 Until the Termination Date, the Trustee shall provide (a) annual and quarterly trust accountings and (b) monthly account statements for all bank, investment and financial accounts of the Trust to the Responsible Party and to the Enforcer. The Trustee shall also provide the Responsible Party with any other reports and information reasonably requested by the Responsible Party in order to allow the Responsible Party to comply with both its financial reporting and Tax filing obligations, and the Trustee shall also provide to the Enforcer any other reports and information reasonably requested by the Enforcer in order to allow the Enforcer to comply with its role in overseeing the Trust on behalf of the MPUC.

6.2 To the maximum extent allowed under applicable law, the Trustee shall have no duty to keep any other person informed of any facts or information relating to the administration of the Trust, including the existence of the Trust. Any requirement the Trustee would otherwise have to provide notice, accounts or information under S.D. Codified Laws § 55-2-13 is hereby expressly waived.

6.3 Settlor agrees to prepare or cause to be prepared such income or other tax information returns and reports as may be required from time to time, and shall provide copies thereof to the Trustee for execution at least thirty (30) days in advance of their filing deadline. Costs incurred by the Trustee in its review shall be reimbursable expenses in accordance with Section 5.1. Upon request of the Trustee, the Settlor shall provide to the Trustee all statements, documents, lists or other information used by the Settlor in connection with the preparation of such returns. The Settlor shall indemnify and hold the Trustee harmless from all costs and liabilities related to the filing or failure to file any tax or information return unless such cost or liability is due to the Trustee's negligence or willful misconduct.

ARTICLE 7
GOVERNING LAW; POWERS OF TRUSTEE

7.1 The laws of the State of South Dakota shall govern the interpretation and validity of the provisions of this instrument and all questions relating to the management, administration, investment and distribution of the Trust; provided, however, Minnesota law shall apply where specifically referenced in this Agreement and with respect to all decommissioning, permitting, reclamation, remediation, forfeiture and other laws, other than those governing the trust-related provisions of this Agreement. With the consent of the Responsible Party and the Enforcer, the situs of the administration of the Trust may be moved from ~~South Dakota~~one jurisdiction to another ~~jurisdiction~~, and in that circumstance the Trustee (with the consent of the Responsible Party and the Enforcer) may, but shall not be required to, elect to have the laws that jurisdiction govern the administration of the Trust.

7.2 The Trustee is vested with the powers set forth in this Trust Agreement, including but not limited to those powers conferred by law affecting any Trust created hereunder and the

Trust Estate. Furthermore, the Trustee shall have all powers granted by Chapter 55 of the South Dakota Codified Laws, as amended from time to time, subject to any express limitations or contrary directions contained in this instrument.

7.3 The Trustee shall not be liable for any actions it takes or refrains from taking in the accordance with proper directions (or in the absence of proper direction) of the Responsible Party or any of its authorized agents (including delegates or appointees). The ~~Responsible Party~~property of the Trust shall fully indemnify the Trustee and hold it harmless from loss or liability, including reasonable legal fees and costs, which the Trustee sustains in discharging its duties and responsibilities under this Trust Agreement as directed by the ~~Responsible Party~~Trust Protector, unless such loss or liability results from the Trustee's negligence, willful misconduct, or violation of the terms of this Trust Agreement. For purposes hereof, negligence shall not include the failure to file a tax or information return in the absence of direction or the failure to consider the prudence of any direction ~~from the Responsible Party or any of its authorized agents (including delegates and appointees)~~. The foregoing indemnities shall survive the resignation of discharge of the Trustee or termination of this Trust Agreement.

7.4 The Trust shall be perpetual to the fullest extent permitted by ~~South Dakota~~applicable law. If the Trust is deemed to be subject to the law of a jurisdiction that has a rule against perpetuities or similar rule which limits the period during which property can be held in trust, then the Trust shall terminate upon the expiration of the longest period that property may be held in trust under the law of such jurisdiction; provided, however, that if the jurisdiction has a rule against perpetuities or similar rule which applies only to certain types of property, such as real property, the provisions of this Section shall apply only to such property.

The trust is established by ENBRIDGE ENERGY, LIMITED PARTNERSHIP, as Settlor, and accepted by _____, ~~Sioux Falls, South Dakota~~, as Trustee, on the day and year first above written.

ENBRIDGE ENERGY,
LIMITED PARTNERSHIP, Settlor

Witness

By _____
Its _____

Witness

_____, Trustee

Witness

By _____
Its _____

Witness

Exhibit A

CERTIFICATE FOR PAYMENT OF DECOMMISSIONING EXPENSE

This Certificate is submitted pursuant to Section 5.1(5) of the Trust Agreement dated _____, ~~2022~~2023, establishing the Enbridge Line 93 Decommissioning Trust (the "Trust"). All capitalized terms in this Certificate shall have the meanings assigned to such terms in such Trust Agreement. Settlor hereby certifies as follows:

1. The amount to be paid from the Trust to the Responsible Party or to one or more third parties on its behalf pursuant to this Certificate shall be used solely for the purpose of (a) paying in advance the Decommissioning Expenses the Responsible Party plans to incur, as described in Schedule A hereto, or (b) reimbursing the Responsible Party for the Decommissioning Expenses previously incurred by the Responsible Party, described in Schedule A hereto.
2. None of such Decommissioning Expenses have previously been paid from the Trust pursuant to any prior Certificate.
3. The necessary authorizations of governmental authority(ies) having jurisdiction over the Responsible Party and Line 93, if any, have been obtained.

Dated: _____

[RESPONSIBLE PARTY]

By _____
Its _____

[ENFORCER]

By _____
Its _____

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Summary report: Litera® Change-Pro for Word 10.7.0.7 Document comparison done on 4/11/2023 7:56:41 AM	
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Intelligent Table Comparison: Active	
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Table moves from	0
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