

COMPREHENSIVE ENFORCEMENT RESOLUTION AGREEMENT FOR CLEARBROOK AND LASALLE CREEK

This Comprehensive Enforcement Resolution Agreement (“Agreement”) for Clearbrook and LaSalle Creek is entered into this 17th day of October 2022 (“Effective Date”) by and between Enbridge Energy, Limited Partnership (“Enbridge”) and the Minnesota Department of Natural Resources (“DNR”).

As used herein, “Parties” means DNR and Enbridge and Enbridge’s subsidiary, predecessor and successor entities and assigns involved in the uncontrolled groundwater discharges at locations along the Line 3 Pipeline Replacement Project (“Project”) near the Clearbrook Terminal and LaSalle Creek. “Party” means either of the Parties.

I. PARTIES’ JOINT STIPULATED FACTS

1. Enbridge and DNR have agreed to resolve all matters related to the uncontrolled groundwater discharges at Clearbrook Terminal and LaSalle Creek as provided in this Agreement.
2. The Parties agree that all claims related to Milepost (“MP”) 1102.5 will be addressed in a separate Comprehensive Enforcement Resolution Agreement for MP 1102.5 between Enbridge, DNR, and the Fond du Lac Band of Lake Superior Chippewa that will be executed simultaneously with this Agreement.

A. Clearbrook Site

3. In constructing the Project, Enbridge breached an artesian aquifer and caused uncontrolled groundwater discharges at or near the Enbridge Energy Clearbrook Terminal property (“Clearbrook Site”).
4. Enbridge caused this uncontrolled groundwater discharge without a water appropriation permit for such appropriation in violation of state law.
5. Enbridge’s actions, which resulted in the uncontrolled groundwater discharges, were not consistent with the Enbridge’s application for a No Effect Concurrence for the Leon 33 calcareous fen (Stenerson Lake and Deep Lake Fens) (collectively “Clearwater Fen” or “Fen”). DNR relied on Enbridge’s application when it granted the No Effect Concurrence to Enbridge on November 12, 2020.
6. On September 16, 2021, the DNR issued a Restoration and Replacement Order (“Clearbrook Restoration Order”) that documented these violations and directed Enbridge to, among other things, undertake the restoration work set forth in the DNR-approved Remedial Action Plan to stop the uncontrolled flow at the Clearbrook Site. The Clearbrook Restoration Order is attached hereto as *Exhibit A* and is made a part hereof.

7. On September 16, 2021, DNR issued Administrative Penalty Order No. APO-001 ("APO") to Enbridge that documented violations and directed it to complete all restoration work according to the approved Remedial Action Plan, including stopping the uncontrolled flow at the Clearbrook Site within 30 days after issuance of the APO. The APO is attached hereto as *Exhibit B* and is made a part hereof.

8. Since receipt of both the Clearbrook Restoration Order and the APO, Enbridge has actively worked to stop the uncontrolled groundwater flow at the Clearbrook Site and has worked cooperatively with and had regular meetings with DNR staff as Enbridge works to stop said flow.

9. Enbridge was not able to repair the aquifer breach by October 15, 2021 (30 days after the issuance of the Clearbrook Restoration Order and APO).

10. To address this continued violation and in light of both the complexity of repairing the aquifer breach and Enbridge's ongoing cooperation to date, DNR and Enbridge, on October 13, 2021, entered into Letter Agreement Regarding Comprehensive Enforcement Resolution ("Letter Agreement") that would permit an extension of the 30-day APO time limit to stop the uncontrolled groundwater flow at the Clearbrook Site subject to the terms included therein including the final resolution set forth in this Comprehensive Enforcement Resolution Agreement. The October 13, 2021 Letter Agreement is attached hereto as *Exhibit C* and made a part hereof.

11. The Parties entered into discussions under Minn. Stat. § 103G.299, subd. 7 to reach a comprehensive enforcement resolution agreement regarding the timeline for correcting the uncontrolled groundwater flow at Clearbrook, as well as resolution of uncontrolled groundwater flow incidents at LaSalle Creek. The Parties have reached agreement resolving the issues pertaining to the Clearbrook and LaSalle Creek Sites as set forth in this Agreement.

12. Enbridge was able to stop the uncontrolled flow at the Clearbrook Site on January 19, 2022. At that point, the aquifer breach had been active for 361 days with a total volume of water discharge estimated to be 72,800,000 gallons. Ongoing monitoring of the Clearbrook Site continues to assess the effectiveness of the repair.

13. On September 1, 2022, Enbridge informed DNR that a small groundwater seep had emerged near the Clearbrook Site repair at an estimated rate of ½ gallons per minute. Enbridge submitted a Supplemental Groundwater Investigation Plan (2022 Clearbrook Supplemental Investigation Plan) for DNR review on September 9, 2022. DNR review of the 2022 Clearbrook Supplemental Investigation Plan is ongoing.

B. LaSalle Creek Site

14. LaSalle Creek is a designated trout stream located in Hubbard County that was crossed by the Project using open trench construction methods. Although the valley surrounding LaSalle Creek has steep topography, it is surrounded by terraced wetlands fed by spring seeps and, consequently, is largely designated as wetland, particularly on the east side of the creek.

15. The LaSalle Creek area was known to have perched wetlands and springs that could be sensitive to construction activity. Consequently, as part of reviewing Enbridge's application for a License to Cross Public Water, DNR required additional hydrogeological evaluation within the area of the LaSalle Creek crossing. This evaluation included additional geological borings and wells to determine subsurface conditions and hydrology.

16. On or about August 2, 2021, during Project construction through the river valley's eastern slope, sheet piling was installed to a depth of approximately 27 feet, prior to trench excavation, to minimize the trench width and maintain trench stability. On August 2, 2021, following sheet pile installation (but prior to pipeline installation), an Independent Environmental Monitor ("IEM") noted groundwater upwelling along the sheet piling in several locations near Pipeline Milepost 946.2 ("LaSalle Creek Site"). This was documented in an IEM report of that same date.

17. DNR staff learned of the flowing conditions at the LaSalle Creek Site on August 5, 2021, when reviewing a routine IEM report dated August 2, 2021.

18. On August 6, 2021, a DNR manager sent an email to a qualified representative of Enbridge and Enbridge's consultant that required Enbridge to take the following immediate actions to investigate and address uncontrolled flow at the LaSalle Creek Site:

- a. Submit all related IEM reports to DNR.
- b. Provide a complete description of how water is being managed at the LaSalle Creek Site to DNR.
- c. Provide GPS locations of uncontrolled flow areas to DNR.
- d. Hire a qualified contractor experienced with addressing uncontrolled groundwater flow to assess the site and provide plans for stopping the uncontrolled flow. The plans must include a remedial investigation plan, remedial investigation report, corrective action plan, and a corrective action report. The plans must be approved by DNR.
- e. Provide additional details regarding information that needs to be included in the remedial investigation plan including boring logs, GPS location of borings, description of construction that led to uncontrolled flow, visual depiction of the work that led to uncontrolled flow, estimate of flow rate, and estimate of total water discharged.

19. On August 6, 2021, Enbridge notified DNR, by email, of the uncontrolled flow at the LaSalle Creek Site.

20. Enbridge submitted a remedial groundwater investigation plan to DNR on August 17, 2021. This plan that was approved by DNR on August 18, 2021.

21. Enbridge submitted a Remedial Groundwater Investigation Report and a Corrective Action Plan to stop the uncontrolled flow to DNR on August 27, 2021. DNR approved the Corrective Action Plan on September 3, 2021. Enbridge also submitted the corrective action plan to the Minnesota Pollution Control Agency ("MPCA"), which required some revisions to the plan.

22. After discussions and comments on draft revisions, on September 25, 2021, Enbridge submitted to DNR a final Line 3 Replacement LaSalle Creek Corrective Action Plan ("2021 LaSalle Corrective Action Plan"). This plan was approved by MPCA on September 28, 2021 and by DNR on September 29, 2021. The 2021 LaSalle Creek Corrective Action Plan is included as *Exhibit D*, which is attached hereto and made a part hereof.

23. On September 12, 2021, the IEM notified DNR that water from the uncontrolled flow was discharging into LaSalle Creek because the dewatering system used to remove water from the location of the breach had failed due to a power interruption. Immediately thereafter additional stormwater measures were implemented to limit the discharge of sediment into LaSalle Creek.

24. On December 20, 2021, Enbridge reported that implementation of the 2021 LaSalle Corrective Action Plan had stopped groundwater discharge at the site. Ongoing monitoring of the LaSalle Creek Site continues to assess the effectiveness of the repair.

25. On July 11, 2022, Enbridge informed the DNR that groundwater was observed at the surface in the area of the LaSalle Creek Site corrective action at an estimated rate of 5-10 gallons per minute. On July 12, 2022, DNR directed Enbridge to conduct additional investigations, including, but not limited to, measurements of the ongoing groundwater discharge and potential alternatives to address the flow. Enbridge installed a weir at this location that provided a more accurate measurement of groundwater flow at the site. This data indicated a flow at approximately 20 gallons per minute. On August 5, 2022, Enbridge submitted a L3R LaSalle Creek Groundwater Management Area ("GMA") Supplemental Corrective Action Plan ("2022 LaSalle Supplemental Corrective Action Plan") to DNR and MPCA. Both DNR and MPCA have provided written responses and required revisions to the 2022 LaSalle Supplemental Corrective Action Plan. On September 16, 2022, Enbridge submitted a revision to the 2022 Supplemental Corrective Action Plan to DNR and MPCA for review and approval. Final approval from the DNR and MPCA is outstanding.

26. Minnesota Statute § 103G.271 requires a water appropriation permit for the appropriation or use of 10,000 or more gallons of water per day or more than one million gallons of water per year. Minn. Stat. § 103G.271, subd. 1 and subd. 4(a).

27. "Appropriating" is defined as the "withdrawal, removal or transfer of water from its source regardless of how the water is used." Minn. Stat. § 103G.005, subd. 4. DNR determined that this

uncontrolled flow at the LaSalle Creek Site meets this definition because, by causing the uncontrolled flow, Enbridge is withdrawing or removing water from its source.

28. Enbridge estimates that, as a result of the aquifer breach and the resulting uncontrolled flow, it has appropriated 9.8 million gallons of water from August 2, 2021 through December 20, 2021, which exceeds the threshold for which a permit is required. Appropriation of this water without a permit violates Minn. Stat. § 103G.271. DNR determined that the uncontrolled groundwater flow was a waste of water and as such is not a reasonable use of water that could be authorized under an after-the-fact water appropriation permit. This is a violation of Minn. Stat. § 103I.103, pursuant to which the company must prevent waste of water to conserve the groundwater supply of the state.

29. Minnesota Rule 6115.0710(B) provides that excess water from construction dewatering must be discharged without adversely affecting the public interest in the receiving waters. Uncontrolled flow from the site has the potential to erode soils, which, in turn, has the potential to adversely affect the public interest in the receiving waters.

30. DNR has the authority to issue a restoration order and administrative penalty order with respect to the uncontrolled flow at the LaSalle Creek Site pursuant to Minn. Stat. §§ 103G.2372, 103G.251, and 103G.299.

II. AGREEMENT

NOW, THEREFORE, for the good and valuable consideration as provided herein, the Parties stipulate and agree as follows:

1. Additional Damages Relating to Clearbrook Site. Enbridge agrees to pay an additional \$165,400 for lost groundwater resources to the Fen beginning on October 16, 2021 and ending on January 19, 2022. Enbridge will pay this sum within 45 days following the Effective Date of this Agreement. Ongoing monitoring will be conducted by Enbridge and DNR as described in the Clearbrook Restoration Order for the Clearbrook Site and the Calcareous Fen Management Plan for the Steenerson and Deep Lake Fens. Enbridge agrees to take additional actions to remediate and/or mitigate as needed in consultation with DNR. Should Enbridge fail to take these actions, DNR may use the escrow fund established under the Clearbrook Restoration Order to undertake the necessary actions. The Parties further agree to meet at least quarterly to discuss the status of restoration at the Clearbrook Site, the scope of work yet to be performed at the site, and the scope of ongoing monitoring activities, including DNR costs incurred to date.

2. LaSalle Creek Site Monitoring Plan. Enbridge will submit, for DNR approval, an amended groundwater and surface water monitoring plan for the LaSalle Creek Site ("LaSalle Monitoring Plan") within 30 days following Enbridge's notification that the uncontrolled flow has been stopped. Enbridge must implement the LaSalle Monitoring Plan as approved by DNR. Any subsequent amendments to the LaSalle Monitoring Plan must be approved by DNR prior to

implementing any proposed amendments. DNR will also conduct independent monitoring. Enbridge must take any necessary additional actions to stop further uncontrolled flow and/or mitigate damage to natural resources as discovered by monitoring or otherwise.

3. LaSalle Creek Site Monitoring Costs. Enbridge agrees to pay \$100,000 for DNR's costs to monitor LaSalle Creek for impacts caused by the uncontrolled flow. Enbridge will pay this amount within 45 days following the Effective Date of this Agreement. DNR will use these funds to conduct independent site visits and monitoring and to review monitoring data from Enbridge.

4. Penalty Relating to LaSalle Creek Site. Enbridge acknowledges that DNR could issue an administrative penalty order with respect to the LaSalle Creek Site and has not done so. For that reason, Enbridge agrees to pay a penalty amount of \$20,000 for the aquifer breach at LaSalle Creek. Enbridge will pay this sum within 45 days following the Effective Date of this Agreement.

5. Mitigation Relating to LaSalle Creek Site. Enbridge also agrees to pay \$200,000 in mitigation for the impacts caused by the aquifer breach at LaSalle Creek Site. Enbridge will pay these sums within 45 days following the Effective Date of this Agreement.

6. Financial Assurance for Mitigation at LaSalle Creek Site.

- a. Enbridge will provide \$610,000 in financial assurance ("LaSalle Financial Assurance") to DNR to cover the costs of restoration, mitigation, and/or additional monitoring at the LaSalle Creek Site, no later than 45 days following the Effective Date of this Agreement.
- b. The amount, form, and language of all financial assurance documents must be approved by DNR. Enbridge must provide one-third of the LaSalle Financial Assurance in cash or by irrevocable letter of credit, and Enbridge may provide the other two-thirds of the LaSalle Financial Assurance Amount by cash, irrevocable letter of credit, or surety bond.
- c. DNR may demand all or part of the LaSalle Financial Assurance if it determines that:
 - i. Restoration at the LaSalle Creek Site is required under the approved 2022 LaSalle Supplemental Corrective Action as may be supplemented or amended and/or under the approved LaSalle Monitoring Plan as may be supplemented or amended, and Enbridge has not completed such restoration in a satisfactory manner by the deadline set by DNR; or

- ii. Mitigation is required for damage to LaSalle Creek, nearby wetlands or other natural resources, and Enbridge has not provided such mitigation in a satisfactory manner by a deadline set in writing by DNR; or
 - iii. DNR has exhausted the monitoring fund provided in Paragraph 3 and has incurred additional monitoring costs and Enbridge has not compensated the DNR for said costs as outlined in Paragraph 6(e) below.
- d. DNR may make one or more demands for the LaSalle Financial Assurance. DNR may demand all or part of the LaSalle Financial Assurance to address restoration, mitigation, or monitoring required due to damage caused by uncontrolled flow.
- e. If the LaSalle Financial Assurance has been fully depleted, DNR may make a demand for Enbridge to pay for any additional restoration, mitigation, or monitoring work required under the 2022 LaSalle Supplemental Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended
- f. Rather than DNR accessing funding through the Financial Assurance mechanism, Enbridge may notify DNR that it desires to undertake the necessary actions, as directed by DNR in accordance with the approved 2022 LaSalle Supplemental Corrective Action Plan as may be supplemented or amended, the approved Implementation Plan as may be supplemented or amended, and the approved LaSalle Monitoring Plan as may be supplemented or amended, or pay any additional cost for restoration, mitigation and monitoring that DNR determines is necessary to meet the requirements of the approved 2022 LaSalle Supplemental Corrective Action Plan as may be supplemented or amended, the approved Implementation Plan as may be supplemented or amended, and/or the approved LaSalle Monitoring Plan as may be supplemented and amended. In such instances, DNR may demand all or part of the LaSalle Financial Assurance only if it determines that Enbridge's restoration, mitigation, and/or monitoring has not been satisfactorily completed in a reasonable timeline as set by DNR.
- g. The Parties agree to meet at least quarterly to discuss the status of restoration at the LaSalle Creek Site, the scope of work yet to be performed at the site, and the scope of ongoing monitoring activities, including DNR costs incurred to date.
- h. Release to Enbridge of any unused LaSalle Financial Assurance will follow a written determination by the DNR that Enbridge has satisfactorily met the monitoring and restoration requirements in the approved 2022 LaSalle Supplemental Corrective Action Plan, Implementation Plan, and the LaSalle Monitoring Plan as they may be supplemented or amended, and that Enbridge has met any and all mitigation required by DNR.

7. Final Restoration Order.

- a. Enbridge agrees that it will not file any appeal of, or file any action challenging, or demand any contested case with respect to, the Clearbrook Restoration Order or the APO for the Clearbrook site. Enbridge acknowledges that DNR intends that the Clearbrook Restoration Order, as modified by this Agreement, is the final restoration order related to the Clearbrook Site and that, except as provided under this Agreement, DNR will not issue another Restoration Order or APO for this Site and DNR will not issue another Restoration Order or APO for the Site. Enbridge agrees that, in the event it fails to comply with the terms of the restoration of the Clearbrook Site as set forth in this Agreement, DNR may immediately enforce this Agreement as a final restoration order for the Clearbrook Site in Ramsey County District Court pursuant to Minn. Stat. § 103G.135. Enbridge hereby waives any contested case hearing with respect to the restoration of the Clearbrook Site or the Clearbrook Restoration Order, as modified by this Agreement.
- b. For the purposes of the LaSalle Creek Site, Enbridge acknowledges that DNR intends this Agreement to be the final Restoration Order related to the LaSalle Creek Site and that, except as provided under this Agreement, DNR will not issue a separate Restoration Order or APO for this Site other than this Agreement. Enbridge agrees that, in the event it fails to comply with the terms of the restoration of the LaSalle Creek Site as set forth in this Agreement, DNR may immediately enforce this Agreement as a final restoration order for the LaSalle Creek Site in Ramsey County District Court pursuant to Minn. Stat. § 103G.135. Enbridge hereby waives any contested case hearing with respect to the restoration of the LaSalle Creek Site.

8. Final Agreement. The Parties agree that this Agreement is intended to finalize all civil issues between DNR and Enbridge related to the known violations involving uncontrolled groundwater flows at the Clearbrook and LaSalle Creek Sites except as provided elsewhere in this Agreement. Further seeps at the Clearbrook or LaSalle Sites will be addressed as set forth in Paragraph 10 herein. DNR expressly reserves the right to pursue further enforcement if, during monitoring, the DNR discovers additional violations at the Clearbrook or LaSalle Creek Sites requiring enforcement, restoration, or mitigation, provided that DNR did not have information in its possession as of the Effective Date of this Agreement sufficient to identify such further violations.

9. Release of Claims. Except as provided elsewhere in this Agreement, DNR fully and completely releases Enbridge (including individual or organizational affiliates, subsidiaries, successors, agents, and assigns) from liability for any conduct known to the DNR on or before the Effective Date of this Agreement related to the Clearbrook and LaSalle Creek Sites that DNR could have pleaded in a civil action based on written information in the possession of the DNR as

of the Effective Date, provided that DNR did not have information sufficient to identify such further violations in their possession as of the Effective Date(hereinafter "Released Conduct"). DNR agrees not to exercise any administrative, legal, or equitable remedies against Enbridge or make any referrals to other agencies related to the Released Conduct. DNR is also unaware of any additional facts that create the basis for criminal liability and therefore will not refer or seek additional criminal charges against Enbridge based on the facts known to it as of the Effective Date of this Agreement.

10. Other site(s). This Agreement may be amended to cite violations and assess funds for any monitoring, mitigation, restoration, and any additional financial assurance needed to address additional uncontrolled groundwater flows attributable to construction of the Project are identified following execution of this Agreement. Should Enbridge identify additional uncontrolled flows, Enbridge shall immediately notify DNR of any additional uncontrolled groundwater flows attributable to construction of the Project and will investigate the site(s) in coordination with DNR and other applicable agencies; and, if necessary, implement corrective actions plans and monitoring plans to restore the other identified site(s).

11. Other Sites Reservation of Rights. Absent a mutual agreement to amend this Agreement, if additional aquifer breaches are identified, the DNR expressly reserves the right to pursue further enforcement, restoration, or mitigation related to those breaches.

12. Reservation of Rights. The Parties agree that DNR retains its applicable statutory and regulatory authority and rights now or hereafter existing to modify or enforce any and all conditions and other provisions set forth in the various permits and approvals issued by DNR for the Project. The Parties agree that, except as set forth in Paragraph II.7, Enbridge retains any applicable rights to challenge any enforcement actions or modifications concerning the permits and approvals issued by DNR for the Project.

13. Cooperation. The Parties agree to cooperate fully and to work in good faith to take any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including timely submittal of any necessary plans or amendments to plans, reasonable and timely consideration of any submitted materials, and reasonable and timely responses to any requests for information.

14. General Provisions.

- a. This Agreement will be binding on the successors and assigns of the Parties.
- b. This Agreement is entered into in Minnesota and will be governed by and interpreted under the laws of the State of Minnesota without regard to the principles of conflicts of law. Any dispute arising under this agreement shall be litigated in Ramsey County District Court.

- c. Time is of the essence in the matters subject to this Agreement and the Parties agree to act in good faith and use all reasonable efforts to abide by the terms hereof, subject to Unavoidable Delays. "Unavoidable Delays" means delays beyond the reasonable control of the Party seeking to be excused as a result thereof that are the direct result of strikes, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit (other than the Parties hereto in properly exercising rights under this Agreement), or other similar events or acts, which directly result in delays.
- e. Unless otherwise designated, notices and communications with respect to the terms of this Agreement will be given in writing to the other Party at the following address:

DNR

Attn: Director of Ecological and Water Resources
Minn. Department of Natural Resources
500 Lafayette Road N.
St. Paul, MN 55155

cc: Jess.Richards@state.mn.us
Katie.Smith@state.mn.us
Randall.Doneen@state.mn.us
Sherry.Enzler@state.mn.us

Enbridge:

Attn: Midwest Director of Operations
Enbridge Energy, L.P.
1613-24th Avenue East
Superior, WI 54880

cc: charles.drayton@enbridge.com
bobby.hahn@enbridge.com
cbrusven@fredlaw.com

- f. This Agreement may be amended only by a writing signed by both Parties hereto.

15. Effective Date. This Agreement is effective on October 17, 2022.

16. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal

substance of the actions contemplated in this Agreement is not affected in any material adverse manner to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the contemplated transactions are fulfilled to the extent possible.

17. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it.

18. No admissions. The parties agree that nothing in this Agreement constitutes an admission by either party of fault, responsibility, wrongdoing, or liability, nor does it constitute evidence of liability or wrongful conduct beyond that expressly contained within this Agreement. This Agreement is not admissible in any future administrative or judicial proceeding as evidence of fault or liability in any investigation, claim, action, suit, or proceeding, or federal or state court, Office of Administrative Hearings, or arbitration proceeding.

19. Data Practices. The Parties acknowledge that DNR must respond to Data Practices Act requests and provide data if said data is not privileged, civil investigative data, or otherwise nonpublic. DNR and its counsel agree not to provide any data that is attorney-client or work-product privileged, civil investigative data, or otherwise nonpublic under the Data Practices Act, including but not limited to Minn. Stat. §§ 13.39, 13.393. If DNR receives a data practices request pertaining to this Agreement the DNR will notify the Parties prior to releasing any public data.

IN WITNESS WHEREOF, unless otherwise indicated below, the Parties have executed this Agreement as of the date first above written.

Stipulated to:

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY: ENBRIDGE PIPELINE (LAKEHEAD) L.L.C.
ITS: MANAGING GENERAL PARTNER

DATED: October 17, 2022

By: Barry P Simonson
Barry Simonson, Director of Projects

Stipulated to:

MINNESOTA DEPARTMENT OF
NATURAL RESOURCES

DATED: October 14, 2022

By:



Barb Naramore
Deputy Commissioner
Department of Natural Resources
500 Lafayette Road
St. Paul MN 55155