

[insert TC Company]  
[insert TC Address for company]  
[insert TC contact info for company]  
Sample@tcenergy.com

[Insert Date]

[Name of External Counsel]  
[Name of Law Firm or Alternative Legal Service Provider] (the “Firm”)  
[Outside Counsel Address 1]  
[Outside Counsel Address 2 ]

Re: Legal Representation Agreement (“LRA”) – Matter Release  
[insert Matter number – insert Matter name] (the “Matter”)

Dear [name of External Counsel],

The purpose of this LRA is to confirm the Firm’s engagement to provide legal services to [insert TC Energy entity] with respect to the above Matter.

[name of External Counsel] (“External Counsel”), is designated as the Firm attorney/lawyer primarily responsible for this Matter, and for recommending matter staffing. The Company’s Matter Supervising Counsel will be [name of Matter Supervising Counsel] whose contact information is as follows:

[Name of Matter Supervising Counsel]  
450 - 1st Street SW  
Calgary, AB, Canada T2P 5H1  
Tel: [insert telephone number]  
[insert Matter Supervising Counsel’s email]

Through the course of the Matter, Matter Supervising Counsel will provide instructions, request and receive budget updates, and thoroughly review and approve all expenditures of time, money, and resources. The Matter Supervising Counsel must also review and approve all filings or other significant documents, agreements, etc.

Please complete the following section and then remove this line.

#### Scope of Engagement

The Firm and External Counsel have been engaged by the Company to provide the following legal services:

NTD: Matter Supervising Counsel or TC Legal resource to complete the following

- [Describe the legal services, including desired outcome]

- [Identify key steps]
- [Identify key timeframes]
- [Identify any limits to the engagement for example when the engagement will end, tasks that are excluded, tasks that will be performed by in house staff]

Approved Billing Limit

The “**Approved Billing Limit**” for this Matter for the next three (3) years (fees and expenses, inclusive of taxes) is as follows:

[NOTE: if an Alternative Fee Arrangement (“**AFA**”) has been negotiated, delete these tables and include an AFA table that specifically details the pricing structure. Identify both the in-year costs as well as the Matter costs for the subsequent two additional years. Please ensure that the level of detail is appropriate for the size and risk associated with the Matter]

[insert current year]

Resource Name	Scope of Legal Services	Role/title	Start date	Estimated end date	Currency	Hourly rate	Estimated hours	Estimated cost
						\$		\$
						\$		\$
						\$		\$
							<b>Sub-Total</b>	\$
							<b>Expected expenses (type)</b>	<b>Estimated cost</b>
								\$
								\$
								\$
							<b>Sub-Total</b>	\$
<b>Estimated Tax</b>							<b>Tax %</b>	\$
							<b>Total</b>	\$

[insert data for year 2 – if not required delete]

Resource Name	Scope of Legal Services	Role/title	Start date	Estimated end date	Currency	Hourly rate	Estimated hours	Estimated cost
						\$		\$
						\$		\$
						\$		\$
							<b>Sub-Total</b>	\$
							<b>Expected expenses (type)</b>	<b>Estimated cost</b>
								\$
								\$
								\$
							<b>Sub-Total</b>	\$
<b>Estimated Tax</b>							<b>Tax %</b>	\$
							<b>Total</b>	\$

[insert data for year 3 – if not required delete]

Resource Name	Scope of Legal Services	Role/title	Start date	Estimated end date	Currency	Hourly rate	Estimated hours	Estimated cost	
						\$		\$	
						\$		\$	
						\$		\$	
							<b>Sub-Total</b>	\$	
							<b>Expected expenses (type)</b>	<b>Estimated cost</b>	
								\$	
								\$	
								\$	
							<b>Sub-Total</b>	\$	
							<b>Estimated Tax</b>	<b>Tax %</b>	\$
							<b>Total</b>	\$	

The approved Life of Matter (“LOM”) billing limit for this Matter is \$ 0 [insert LOM value and currency type].

Master Legal Service Agreement

This LRA will be governed by the terms set forth in the Master Legal Services Agreement (the “MLSA”) entered into between the Firm and the Company or its Affiliate. External Counsel acknowledges that it is aware of and agrees to be bound by such terms and the Rules and Guidelines.

Terms used but not defined in this LRA shall have the meanings given those terms in the MLSA.

Conflict of Interest

The Firm acknowledges that it has undertaken a thorough check for actual or potential conflicts that may arise from the Firm’s representation of the Company and that all conflicts have been disclosed to the Company’s Matter Supervising Counsel. Accordingly, the Company understands that the Firm has no legal conflict of interest in accepting this representation and that External Counsel will advise, subject to its professional obligations and without delay, of any legal conflict or potential conflict that may arise in the future. All such future conflicts and potential conflicts must be disclosed to the Company and can only be waived in writing (including by email) by the Company’s General Counsel pursuant to the Conflict Waiver Approval Rules forming part of the Rules and Guidelines (in accordance with the MLSA).

Termination of Representation

At any time, Matter Supervising Counsel may terminate either the External Counsel’s or the Firm’s representation of the Company in this Matter by notice to External Counsel. In the event of such termination, or should External Counsel voluntarily withdraw from representing the Company for any reason, then in addition to any obligations imposed by law, regulation, or code of professional responsibility, the Firm will take all steps reasonably requested by the Company to transition such representation to an in-house or other External Counsel designated by Matter

Supervising Counsel, including without limitation the delivery of all pertinent files, research, memoranda, pleadings, agreements, communications, records, drafts, and other related materials.

Please sign where indicated and return the signed copy to the undersigned. The Company looks forward to working with the Firm.

Yours truly,

[Sample VP]  
[Sample VP Title]

AGREED TO \_\_\_\_\_

[Sample Firm]  
[Sample Firm Title]

Per: \_\_\_\_\_