

August 2, 2012

Ontario Energy Board
2300 Yonge Street
Suite 2700
Toronto, Ontario
M4P 1E4

Attention: Ms. Kirsten Walli, Board Secretary

RE: EB-2011-0210 – Union Gas Limited – 2013 Rates Application

Pursuant to Section 3.3 of the EB-2011-0210 Settlement Agreement, please find attached Union's 2012 Service Level Agreements.

Yours truly,

[original signed by]

Chris Ripley
Manager, Regulatory Applications

cc: Crawford Smith, Torys
EB-2011-0210 Intervenors

This SERVICE ASSIGNMENT (“SA”) dated Nov 30, 2010
Between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between Provider and Receiver and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

SUPPLY CHAIN EXCELLENCE PROGRAM – O&M

Provider shall provide (“Services”) to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider’s budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider’s forecasted cost to perform the Service.

If Provider’s cost vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider’s pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the

parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until Provider has notified Receiver of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be January 1, 2010 to December 31, 2014 or until the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period; or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

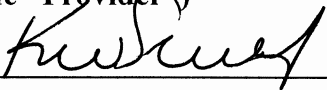
E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

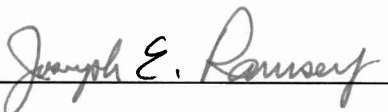
Spectra Energy Services, LLC
(the "Provider")

Per: 

Print Name: KENT WILBUR

Title: GM, SCE

Date: NOV 30, 2010


Per: 

Print Name: Joe Ramsey

Title: VP US Project Execution

Date: December 1, 2010

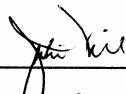
Union Gas Limited (the "Receiver")

Per: 

Print Name: JIM HOFFMAN

Title: DIRECTOR SUPPLY CHAIN

Date: NOV 30, 2010

Per: 

Print Name: JULIE DILL

Title: PRESIDENT UNION GAS

Date: Dec 29, 2010

SA: SCE O&M SE TO UGL

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated Nov 30, 2010
Between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

Supply Chain Excellence Program

Supply Chain Excellence (SCE) is a program to transform the way we source, manage and buy materials and services at Spectra. This is an integrated approach to enhancing the entire Supply Chain and has multiple streams of work that are all dependent on one another. SCE will be dealing with master data for materials, how to strategically source major categories of materials and services, how to negotiate and manage the contracts, how to manage the suppliers from a relationship and performance perspective, how to manage the Purchase-to-Pay process from end-to-end including collaborating directly with the suppliers, how to optimize our inventory, and what the future Supply Chain organization will be and how they will serve the business.

Type

Operating and Maintenance Costs

- Project costs that must be immediately expensed, including costs associated with the Project Management Office (PMO).

Quantity/Allocation Logic

Costs are pooled for all BU’s and allocated based upon expected benefits. Each program/sub-program is detailed to determine its own costs and benefits. The aggregate allocation is the SLA billing fee in Table 1.

Annual Recurring Costs

- The maintenance of the assets established during the Supply Chain Excellence program will generally be incurred centrally. These ongoing costs include software license/maintenance fees as well as staffing to support the applications.

Quantity/Allocation Logic

- These costs are allocated and distributed to each business unit based on the expected benefits. The fees are fixed for the period through 2015. Inflation at an assumed 2.5% has been applied to the cost beginning in 2012.
- The aggregate allocation is the SLA billing fee in Table 1.

R:\Affiliate Relations\2010\2010 Cost Allocation\Union Inbound\SE\Supply Chain Excellence Project\SLA\SE to UG SCE SLA OM to 2015 Dec 15-10.docx

Last Saved by: Hockin, Dave

Last Modified :Mon Jan 03 2011 4:21 PM

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Capitalized Costs

- CapEx spent by Receiver is a portion of the CapEx cost of the overall SCE project as determined on a component by component basis. The SCE project is managed by Provider and Provider's PMO costs are allocated to each component of the CapEx project on a prorated basis. The charge for the PMO cost is included in Table 1.

Depreciation Expense

- SCE Assets which are capitalized at a corporate level are for the benefit of all BU's and will be charged out to each business unit on a monthly cycle based upon the relative benefit received from each business unit from each asset. The service charges will begin based on the in service date for each major phase or improvement of the asset.

Quantity/Allocation Logic. Figures in \$ USF

CapEx spent in Houston, allocated to UGL				
Asset	Phase	In Service Date	Capital Total	Monthly Depr
Riversand MDM Center	5.3 MDM (UG Deployment)	01/03/2011	\$ 577,116	\$ 9,619
Ariba Supplier Portal	3.2 Implement Supplier Marketplace	01/02/2011	\$ 527,889	\$ 8,798
SRM	2.3 Rollout P2P Process & SRM eProcurement	30/09/2011	\$ 1,580,860	\$ 26,348
SRM	2.2 Rollout P2P Process & Maximo eProcurement	01/01/2011	\$ 304,223	\$ 5,070
CLM	9.1 Contract Management (SRM Canada)	30/09/2011	\$ 1,403,858	\$ 23,398
			\$ 4,393,947	\$ 73,232

The service charges are calculated and will be billed on a straight line 60 month period. The depreciation expense is based on Provider's approved capital budget. Provider is at risk for variances in actual spend. Unless the capital costs are significantly more than the budget, no increases will be passed on to Receiver. Charges are summarized in Table 1.

Table 1 below summaries all charges. Figures in \$ USF

	Supply Chain Excellence (SCE) Fees Billed to UGL										
	Data gather from										
	Budget\AF600-20 SCE Consolidated Budget Nov 22-10.xlsx										
	UGL summary of Tables below										
Line #			2010	2011	2012	2013	2014	2015	2016	Notes	
1	Develop Project										
2	OM Cost Billed by SE thru SLA		\$511,975	\$558,066	\$150,500					See Table A	
3	PMO Cost to Capitalize			\$389,189							
4											
5	Re-Occuring Costs										
6	Depr Billed By Spectra thru SLA			\$384,630	\$878,789	\$878,789	\$878,789	\$878,789	\$494,160	See Table 6A	
7	OM to Support billed by SE		\$39,238	\$190,838	\$ 195,609	\$ 200,499	\$ 205,512	\$ 210,649		Table 7 + Inflation from Line 11	
8	Re-Occuring Sub total		\$39,238	\$575,468	\$1,074,398	\$1,079,289	\$1,084,301	\$1,089,439	\$494,160	Line 6 + Line 7	
9	Total SLA Billing		\$551,213	\$1,522,723	\$1,224,898	\$1,079,289	\$1,084,301	\$1,089,439	\$494,160	Line 2 + Line 8	
10											
11	Assumed Inflation applied to OM support				2.5%	2.5%	2.5%	2.5%			
12	Note: Table 7 OM Support from SE includes Year 2010, 2011 only. Charges in table above include inflation at agreed upon rates. OM support beyond 2015 is assumed to be required and will be reviewed at that time. This SLA is for a term thru the end of 2014. The charges in the table for the years 2015 and 2016 are for information purposes.										
13											
14	SLA Billing		2010	2011	2012	2013	2014	2015	2016	Notes	
15	Dec-2010		\$551,213							Line 9	
16	Monthly			\$ 126,894	\$ 102,075	\$ 89,941	\$ 90,358	\$ 90,787	\$ 41,180	Line 9/12	

Schedule B to
SERVICE ASSIGNMENT (“SA”) dated Nov 30, 2010
between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Kent Wilfur	GM Supply Chain Excellence	713 627-5633
Tracy Caldwell	Analyst Cost Management LD	713-627-4440

Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver:

Key Contact: Service

Jackie Caille	Director Supply Chain Excellence	519-436-4600 x2371
Jim Hoffman	Director Supply Chain	519-436-4689
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext 2233
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Union Accounting:

CapEx charge book to 49-11-900-7645

OM costs book to IO 317403

2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Engineering and Construction Services (Tech Services)
Initial Term	Jan 1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Spectra Energy Services, LLC (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Engineering and Construction Services

Updated for 2012 pricing

Type

Project Systems and Controls/Project Management

- Provide project governance to monitor projects from development through execution to ensure quality standards are met at each critical junction.
- Perform project portfolio analysis that measures project quality and risk.
- Oversee the project management processes to ensure consistent control over the execution of major expansion projects

Risk Management

- Perform the Engineering & Construction risk assessment on major Capital Expansion projects within SET Operating Companies
- Participate in Risk Management team processes to effectively identify, quantify, and control risk for major Capital Expansion projects

Supply Chain Shared Services

- Provide process oversight and management guidance to the Fleet Department. This includes
 - oversight of fleet administration and records management
 - Fleet purchases and sales
 - Negotiate and manage 3rd party contracts for vehicle purchases, fuel and maintenance credit cards
- Provide process oversight and management guidance to the Enterprise Sourcing Department. This includes
 - oversight of sourcing materials and services that span regional areas or business groups.

Materials Procurement

- Provide process oversight and management guidance to the Procurement function including competitive purchasing advantages which are also coordinated with the SET West Procurement team.
- Provide oversight and management guidance to the procurement and management of materials associated with SET-Technical Services assigned projects.
- Manage key service alliances with customers.

Price

- Total price is a fully allocated cost.

Direct Cost	Overheads	Total Price
\$ 164,607	\$ 163,217	\$ 327,824

The charges assessed for the services listed in this SA are noted in *US Dollars* and sum to \$327,824 per annum. This will be charged at a rate of \$27,319 per month.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Spectra Energy Services, LLC (the “Provider”)

SA: Engineering and Construction Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service
Tracy Caldwell Analyst Cost Management LD 713-627-4440

Key Contact: Accounting
Dana Jorsling-Wilson Manager Accounting Insurance 713-627-4396

Receiver:

Key Contact:
Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting
Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

I/O 315107

2012 SA pricing

Notice Date: Feb 1, 2012
Effective Date: January 1, 2012
Service Agreement (SA): **Ethics & Compliance Services**

Initial Term: Jan 1, 2009 to Dec 31, 2009
SA Term: No later than Dec 31, 2013
Provider: **Spectra Energy Services, LLC**

Receiver Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. Attached to this notice is a copy of the cost allocation model which details the calculations for the services.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Ethics & Compliance Services

Updated for 2012 Pricing

Type

- The Spectra Energy Ethics and Compliance Department has day-to-day responsibility for enterprise-wide ethics and compliance issues. This day-to-day responsibility requires that specific individuals report notable compliance issues up the chain of command to the governing authority. Day-to-day responsibilities also include the Ethics and Compliance Department ensuring the adequacy of compliance and system controls, monitoring the effectiveness of the program, CoBE training and the questionnaire, and administering the EthicsLine. In addition, the CCO and VP of the Ethics and Compliance Department have periodic meetings with the compliance managers of the Functional Units—HR, IT, DOT, EHS, Legal, Regulatory, and Audit Services.
- Services include:
 - Communication and Training
 - Monitoring and Auditing, Evaluating Effectiveness and Publicizing Reporting System
 - Consistent Enforcement
 - Assessment if Criminal Conduct has Been Detected
 - Risk Assessment

Quantity

- Labor costs are allocated using the 3 factor formula (also known as the Massachusetts Formula) which is a % determined using 1/3rd weighting of each of Revenue, Labor and PPE of each company within the enterprise.

Spectra US --- Ethics & Compliance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis

Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Ethics Staff Dept GT33	3 Factor (Mass) formula	22.3%	27.9%	0.3%	2.4%	2.84%	44.33%	100.00%	55.67%

Price

The charges assessed for the services are fully allocated costs. They are in *US dollars* and will be charged at the monthly rate noted in Table 2.

Spectra US --- Ethics & Compliance 2012 O&M Budget Allocation SLA Summary

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs		94,724	118,223	1,125	10,141	12,060	188,137	424,410	236,273
Overheads		93,924	117,224	1,116	10,055	11,958	186,547	420,825	234,278
Total		188,648	235,447	2,241	20,196	24,019	374,684	845,235	470,551
Monthly (12 months)	\$	15,721	\$ 19,621	\$ 187	\$ 1,683	\$ 2,002	\$ 31,224	\$ 70,436	\$ 39,213
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Ethics Staff Dept GT33									
Direct Costs		94,724	118,223	1,125	10,141	12,060	188,137	424,410	236,273
Overheads		93,924	117,224	1,116	10,055	11,958	186,547	420,825	234,278
Total		188,648	235,447	2,241	20,196	24,019	374,684	845,235	470,551
Monthly (12 months)	\$	15,721	\$ 19,621	\$ 187	\$ 1,683	\$ 2,002	\$ 31,224	\$ 70,436	\$ 39,213

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SA: Ethics & Compliance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service
Jackie Phillips VP Ethics Compliance 713-627-5938

Key Contact: Accounting
Dana Jorsling-Wilson Manager Accounting Insurance 713-627-4396

Receiver:

Key Contact:
Joe Martucci VP Finance
Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting
Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

UGL Booking to IO 315121

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	<u>Controller/Treasury Services</u>
Initial Term	Jan 1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)
SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: Controller/Treasury Services

Controller Services

Type

- provide management oversight for all Controller services
- provide direction and support on accounting policies and the internal and external reporting processes
- coordinate and invoice inter-company charges between US and Canadian based entities
- monitor inter-company accounts ensuring that they are kept in balance; identify out of balance accounts and help to resolve same
- provide oversight, support and assistance in control and design of Internal Controls
- provide project plan implementation for SOX; coordinate execution of outsourced services to test SOX controls
- provide calculations and maintain accounting records for LTIP
- provide accounting support for pension plans including supervision, direction, and accounting policy requirements
- provide support for commodity risk management policies and procedures
- provide accounting research for emerging topics and provide guidance on complex accounting policies
- support O&M, Capital and Cash Flow budgeting and variance reporting for management approval

Treasury – Corporate Finance

Type

- provide support for development of presentations to Bond Raters
- involved in coordination, review and editing related to the rating agencies' various news releases or research reports published on the respective Canadian businesses
- management of debt portfolio and capitalization
- management of foreign currency and interest rate exposures
- coordination of any long-term investments including Pension Fund related activities.

Treasury - Cash Management

Type

- monitor bank account activity
- initiate wire transfers
- make short-term cash investments or initiate short-term borrowing
- update bank accounts and related systems for appropriate access

Quantity

- the amount of effort is based on the estimated time spent supporting the Receiver's Controller group. The total allocation to Receiver is summarized in Table 1.

Table 1 Summary of Allocations

**SE ---- Finance and Treasury
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Cost Driver Volume--% of Budget to Business Unit										
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MNPLP BU 10717	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	Controller	Time Allocation	13.6%	12.3%	0.5%	1.0%	2.46%	70.18%	100.00%	29.82%
2	Treasury	Time Allocation	15.94%	18.44%	4.32%	1.00%	1.00%	59.30%	100.00%	40.70%
3										

Price

- Total price is a fully allocated cost

FEES:

The charges are fully allocated costs in *US dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2

**SE ---- Finance and Treasury
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MNPLP BU 10717	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs		646,313	647,647	81,758	43,649	87,428	2,974,937	4,481,733	1,506,796
Overheads		640,854	642,176	81,068	43,280	86,690	2,949,808	4,443,876	1,494,068
Total		1,287,168	1,289,823	162,826	86,929	174,118	5,924,744	8,925,608	3,000,864
Monthly (12 months)		\$ 107,264	\$ 107,485	\$ 13,569	\$ 7,244	\$ 14,510	\$ 493,729	\$ 743,801	\$ 250,072
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Controller								
Direct Costs		396,667	358,846	14,100	27,987	71,767	2,046,202	2,915,570	869,368
Overheads		393,317	355,815	13,981	27,751	71,161	2,028,918	2,890,942	862,024
Total		789,984	714,662	28,081	55,738	142,927	4,075,120	5,806,512	1,731,392
Monthly (12 months)		\$ 65,832	\$ 59,555	\$ 2,340	\$ 4,645	\$ 11,911	\$ 339,593	\$ 483,876	\$ 144,283
2	Treasury								
Direct Costs		249,646	288,800	67,658	15,662	15,662	928,734	1,566,163	637,428
Overheads		247,538	286,361	67,087	15,529	15,529	920,890	1,552,933	632,044
Total		497,184	575,161	134,745	31,191	31,191	1,849,624	3,119,096	1,269,472
Monthly (12 months)		\$ 41,432	\$ 47,930	\$ 11,229	\$ 2,599	\$ 2,599	\$ 154,135	\$ 259,925	\$ 105,789

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

SA: Controller/Treasury Services
Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Christy Williamson Manager Treasury 713-627-6593

Key Contact: Accounting

Dana Jorsling-Wilson 713-627-4396

Receiver: Union Gas Business Unit (BU) #10733

Key Contact: Service

Joe Martucci VP Finance 519-436-4677

Dave Hockin Manager Affiliate Relations 519-436-5349

Key Contact: Accounting

Lucy Griffioen Coordinator Affiliate Relations 519 436-4600 ext 2233

UGL Accounting: I/O 315110

2012 SA pricing

Notice Date: February 1, 2012
Effective Date January 1, 2012
Service Agreement (SA): **Human Resources Services**

Initial Term Jan 1, 2010 to Dec 31, 2010
SA Term: No later than Dec 31, 2014
Provider: **Spectra Energy Services, LLC**
Receiver: **Union Gas Limited**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

SE Management Oversight

Type

- Group Vice President Human Resources provides management oversight in areas such as benefits, departmental budgeting, diversity, employee relations, employee compensation, executive compensation, human resource policies, human resource management system, labor relations, performance management, recruiting, succession planning and overall HR oversight and planning.
- The Director, Compensation and HR Systems provides management oversight and support of the Receiver’s compensation program.
- The Manager, Diversity, EEO & Compliance provides management oversight and support of the Receiver’s diversity, COBE and compliance programs.
- A130 – Workforce development staff: Oversight of Staffing, hiring staffing of positions throughout the system
- A133 – HR Info Systems – Oversight of HR Info Systems, systems work for the info systems for the Canadian systems
- Talent Management – Oversight of Training – designing of training programs, signing people up for training programs, delivery of training programs

Quantity

- The amount of effort is based on the estimated time spent performing Human Resources services. Each of Spectra US and the Canadian Business Units are allocated a % of the time of each function. This portion of the time is then allocated among the Canadian Business Units using headcount as an allocator.
- % of Function allocated to Canadian Business Units
 - 20% of the GVP HR’s time and costs
 - 25% of the director, Compensation’s time and costs
 - 10% of the Manager, Diversity’s time and costs
 - 10% of the Workforce Development staff
 - 20% of the Talent Management staff
 - 30% of the HR information Systems time and costs
- Resulting % of function allocated to each Business Unit

**Spectra US --- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	Group VP Admin	Time Estimate & Headcount	5.5%	13.2%	0.2%	0.4%	0.72%	80.00%	100.00%	20.00%
2	EEO/Diversity	Time Estimate & Headcount	2.75%	6.62%	0.09%	0.18%	0.36%	90.00%	100.00%	10.00%
3	Compensation	Time Estimate & Headcount	6.88%	16.55%	0.23%	0.44%	0.89%	75.00%	100.00%	25.00%
4	Workforce Development	Time Estimate & Headcount	2.75%	6.62%	0.09%	0.18%	0.36%	90.00%	100.00%	10.00%
5	Talent Mgmt	Time Estimate & Headcount	5.50%	13.24%	0.19%	0.35%	0.72%	80.00%	100.00%	20.00%
6	HR Info Systems	Time Estimate & Headcount	8.26%	19.86%	0.28%	0.53%	1.07%	70.00%	100.00%	30.00%
7	Talent Mgmt Program Costs									

Price

- Total Price is a fully allocated cost.
- See chart at end of file for details by service.

TOTAL FEES
Spectra US --- HR
2012 O&M Budget Allocation
SLA Summary

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
	Direct Costs	211,195	507,894	7,144	13,618	27,460	2,973,988	3,741,298	767,310
	Overheads	134,455	323,345	4,548	8,670	17,482	1,876,396	2,364,896	488,500
	Total	345,649	831,239	11,692	22,288	44,942	4,850,384	6,106,194	1,255,810
	Monthly (12 months)	\$ 28,804	\$ 69,270	\$ 974	\$ 1,857	\$ 3,745	\$ 404,199	\$ 508,849	\$ 104,651
	Summary By Service								
	Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Group VP Admin								
	Direct Costs	22,585	54,313	764	1,456	2,936	328,218	410,272	82,054
	Overheads	19,490	46,871	659	1,257	2,534	283,245	354,056	70,811
	Total	42,075	101,184	1,423	2,713	5,471	611,462	764,328	152,866
	Monthly (12 months)	\$ 3,506	\$ 8,432	\$ 119	\$ 226	\$ 456	\$ 50,955	\$ 63,694	\$ 12,739
2	EEO/Diversity								
	Direct Costs	6,856	16,488	232	442	891	224,190	249,100	24,910
	Overheads	6,416	15,430	217	414	834	209,803	233,114	23,311
	Total	13,272	31,918	449	856	1,726	433,993	482,214	48,221
	Monthly (12 months)	\$ 1,106	\$ 2,660	\$ 37	\$ 71	\$ 144	\$ 36,166	\$ 40,185	\$ 4,018
3	Compensation								
	Direct Costs	66,490	159,898	2,249	4,287	8,645	724,708	966,277	241,569
	Overheads	49,447	118,913	1,673	3,188	6,429	538,950	718,599	179,650
	Total	115,936	278,811	3,922	7,476	15,074	1,263,657	1,684,876	421,219
	Monthly (12 months)	\$ 9,661	\$ 23,234	\$ 327	\$ 623	\$ 1,256	\$ 105,305	\$ 140,406	\$ 35,102
4	Workforce Development								
	Direct Costs	10,720	25,780	363	691	1,394	350,527	389,474	38,947
	Overheads	8,643	20,784	292	557	1,124	282,599	313,999	31,400
	Total	19,362	46,564	655	1,249	2,518	633,126	703,473	70,347
	Monthly (12 months)	\$ 1,614	\$ 3,880	\$ 55	\$ 104	\$ 210	\$ 52,760	\$ 58,623	\$ 5,862
5	Talent Mgmt								
	Direct Costs	75,979	182,719	2,570	4,899	9,879	1,104,186	1,380,232	276,046
	Overheads	22,135	53,232	749	1,427	2,878	321,685	402,107	80,421
	Total	98,114	235,951	3,319	6,327	12,757	1,425,871	1,782,339	356,468
	Monthly (12 months)	\$ 8,176	\$ 19,663	\$ 277	\$ 527	\$ 1,063	\$ 118,823	\$ 148,528	\$ 29,706
6	HR Info Systems								
	Direct Costs	28,565	68,695	966	1,842	3,714	242,160	345,943	103,783
	Overheads	28,324	68,115	958	1,826	3,683	240,115	343,021	102,906
	Total	56,889	136,811	1,924	3,668	7,397	482,275	688,964	206,689
	Monthly (12 months)	\$ 4,741	\$ 11,401	\$ 160	\$ 306	\$ 616	\$ 40,190	\$ 57,414	\$ 17,224
7	Talent Mgmt Program Costs								
	Direct Costs	-	-	-	-	-	-	-	-
	Overheads	-	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-	-

The charges assessed for the services listed in Schedule A of this SA are noted in *US Dollars* and will be charged monthly.

In addition to the above costs for LTIP (Long Term Incentive Payments) will be billed by SE to the individual BU's based on actual costs incurred.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)

SA: Human Resources Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Jim Pruett	GVP HR & Support Services	
Robert Sims	Senior Analyst Benefits	713-627-5813

Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver:

Key Contact:

Bohdan Bodnar	VP Human Resources Canada	604-488-8103
Dave Hockin	Manager Affiliate Relations	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Coordinator Affiliate Relations	519-436-4600 ext. 2233
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Costs booked to IO 315109

2012 SA pricing

Notice Date:	February 28, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Legal Services
Initial Term	Jan 1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) Effective January 1, 2009
between
Spectra Energy Services, LLC (the “Provider”)
and
Union Gas Limited (the “Receiver”)
SERVICES DESCRIPTION (Type and Quantity)

SA: SE to UGL Legal Services

Updated for 2012 pricing

Type

- Provide legal expertise in such areas as acquisition and disposition of assets and legal entities, litigation, labor relations, and contracting.

Quantity

- The quantity of work will be based on the services requested by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Hourly rate is based on a fully allocated cost.
 - 2012 Rate - \$209.00 per hour

Fees

The charges assessed for the services listed above will be based on hours worked and are noted in ***US dollars***. PROVIDER shall invoice RECEIVER periodically, but not less than quarterly. Employee expenses and other expenses will be charged separately and will be based on the PROVIDER’s costs.

Schedule B to
SERVICE ASSIGNMENT (“SA”) Effective January 1, 2009
Between
Spectra Energy Services, LLC (the “Provider”)
And
Union Gas Limited (The “Receiver”)

SA: SE to UGL Legal Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service	
Gwen Collins	713-627-5249
Key Contact: Accounting	
Dana Jorsling-Wilson	713-627-4396

Receiver

Key Contact: Service		
Joseph Marra,	Asst. GC/ Director Legal Affairs	519-436-4656
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349
Key Contact: Accounting		
Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext 2233

UGL Accounting IO 315105

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	<u>Support Services</u>
Initial Term	Jan 1, 2011 to Dec 31, 2011
SA Term:	No later than Dec 31, 2015
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1 2011
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

Support Services

Travel

Type

- Provide oversight and direction to ensure Corporate Travel policies are followed and carried out by all Canadian operations. In addition, services will be provided for travel contract negotiations and to ensure compliance of corporate travel contracts.

Quantity

- The level of effort is based on the estimate of time spent providing corporate travel services to the Canadian Business Units. The allocation to the Receiver is based on time spent by the General Manager Support Services and the Manager See chart at end of section for specifics

Price

- Total Price is a fully allocated cost for labor. Other expenses (i.e. Carlson Wagonlit travel agency costs, travel expenses, etc.) to be billed directly.

Facilities

Type

- Transaction work for facilities and land including lease negotiations and property dispositions.

Quantity

- The level of effort is based on the estimate of time spent by General Manager for Support Services and Manager Facilities providing corporate real estate services to Receiver.
- See chart at end of section for specifics

Price

- Total Price is a fully allocated cost for labor. Other expenses (i.e. Cushman Wakefield lease administration, travel expenses, etc.) to be billed directly.

Library Services

Type

- Manage all aspects of subscription renewal, including profiling, invoice processing, contract negotiation, as it relates to information acquisition regardless of the medium eg. cd-rom, online, hard copy or membership.
- The Manager – Office Services spends time overseeing Canadian operations.

Quantity

- The level of effort is based on the estimate of time spent providing library services to the Canadian Business Units. The allocation to the Receiver is based on time spent by the Manager – Office Services.
- See chart at end of section for specifics

Price

- Total Price is a fully allocated cost for labor. Other expenses (i.e. syndicated content costs, travel expenses, etc.) to be billed directly.
- See chart at end

Security

Type

- Provide oversight and direction to ensure Security policies are followed and carried out by all Canadian operations. In addition, services will be provided for investigations as needed.

Quantity

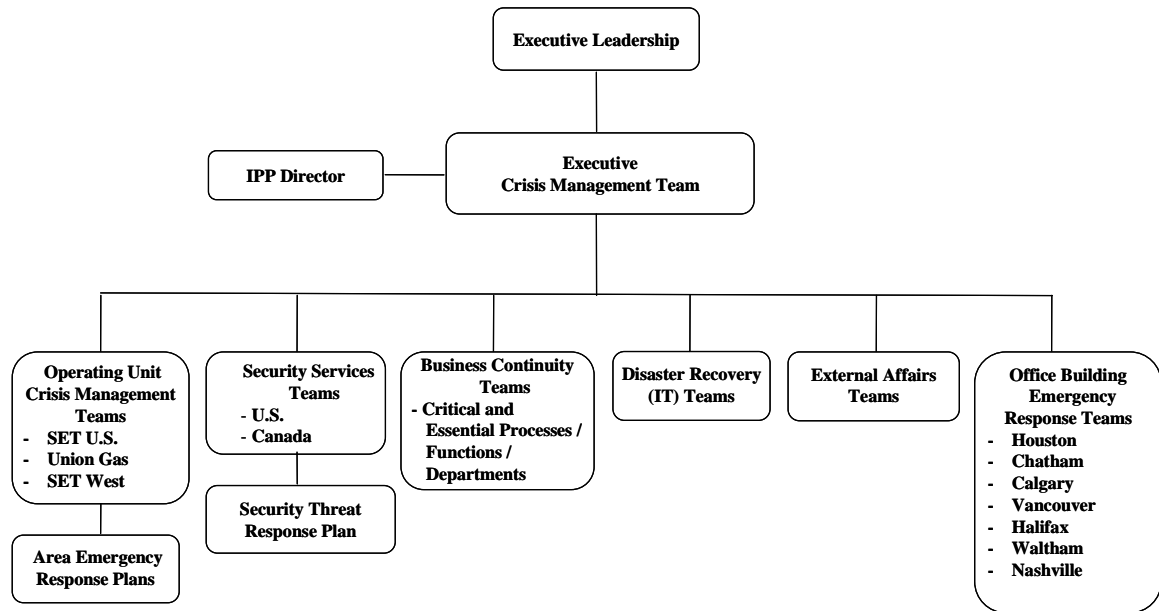
- The level of effort is based on the estimate of time spent providing corporate security services to Receiver. The allocation to the Receiver is based on time spent by the General Manager Support Services, the Director Security and the Manager – Security.
- See chart at end of section for specifics

Price

- Total Price is a fully allocated cost for labor. Other expenses (i.e. security consultants, travel expenses, etc.) to be billed directly.

Preparedness Planning

The purpose of the Integrated Preparedness Program (IPP) is to combine emergency response, crisis management at pipeline facilities, business continuity, disaster recovery (IT), external affairs and security services into one cohesive program to meet this responsibility.



Type

- Provide oversight and direction to ensure Preparedness Planning policies are followed and carried out by all Canadian operations. .

Quantity

- The level of effort is based on the estimate of time spent providing preparedness services to Receiver. The allocation to the Receiver is based on time spent by the General Manager Support Services, Manager Facilities, Directory Security, Manager Security and Principal Engineer.
- See chart at end of section for specifics

Price

- Total Price is a fully allocated cost for labor. Other expenses (i.e. travel expenses, etc.) to be billed directly.

Table 1 Summary of Allocations

Spectra US ---- Support Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit				
			BCPFS BU 10734	UGL BU10733	Spectra US	Business Units Total	Total Affiliate
1	Corp Support Services	Time Allocation	3.80%	3.92%	92.28%	100.00%	7.72%

Price

The charges are fully allocated costs in *US dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2

**Spectra US ---- Support Services
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	Spectra US	Business Units Total	Total Affiliate
	Direct Costs	29,661	30,592	720,248	780,500	60,252
	Overheads	29,410	30,333	714,164	773,907	59,743
	Total	59,070	60,925	1,434,412	1,554,407	119,995
	Monthly (12 months)	\$ 4,923	\$ 5,077	\$ 119,534	\$ 129,534	\$ 10,000
	Summary By Service					
	Check Sum	ok	ok	ok	ok	ok
Line #						
1	Corp Support Services					
	Direct Costs	29,661	30,592	720,248	780,500	60,252
	Overheads	29,410	30,333	714,164	773,907	59,743
	Total	59,070	60,925	1,434,412	1,554,407	119,995
	Monthly (12 months)	\$ 4,923	\$ 5,077	\$ 119,534	\$ 129,534	\$ 10,000

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SA: Support Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider

Key Contact: Service

Paul Davis	GM Facilities	713-627-5047
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver

Key Contact: Service

Mike Shannon	VP Distribution Operations	
Dave Hockin	Manager, Affiliate Relations	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Coordinator Affiliate Relations	519-436-4600 ext. 2233
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Union Gas Business Unit (BU) # 10733

UGL Booking to IO 315116

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Tax Services
Initial Term	Jan 1, 2010 to Dec 31, 2010
SA Term:	No later than Dec 31, 2014
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

Revised for 2012 Pricing

Tax Services

SE Governance, Management Oversight and Support, Property & Sales Tax

Type

- Provide oversight and advice on Canadian tax issues.
- Governance includes providing support for: tax journal entries, distribution of tax roll forwards, tax reserves, audit of income taxes, Canadian GAAP tax reporting issues. Time and support provided is distinguished from the consolidation under US GAAP tax accounting rules etc.
- VP Tax provides management oversight including supervision and support of GM Canadian Tax on managing Canadian tax and personnel issues, and time spent with the Tax Accounting group on Canadian tax accounting matters as well as insurance risk management.
- Director Property Tax, supports Canadian property tax group
- CorpTax is a software system that supports both US and Canadian work.

Quantity

- 2 days per month for Tax VP, 5 Days per month for Tax IT System support
- 1 day per month for Director Property Tax
- 1,530 hours per year for other tax staff
- Above quantities are then allocated to Canadian BU's in the same proportion as the Canadian Tax group is allocated among Canadian BU's. See Table 1 for allocations.
- Corp Tax is allocated based on the component used by Canada and US. Canada portion is then allocated to BCPL and UGL based on number of users

Table 1 Summary of Allocations

Spectra US ---- Tax
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit						
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
1	SS10 Property Tax	Time Estimate	0.7%	2.4%	0.4%	94.99%	1.47%	100.00%	5.01%
2	9973 Governance	Time Estimate	0.7%	2.4%	0.4%	94.99%	1.47%	100.00%	5.01%
3	CorpTax/Filenet Software fees	Num of Users	18.66%	9.19%		72.15%		100.00%	27.85%

Price

The charges are fully allocated costs in *US dollars* which is summarized and will be charged at the monthly rate noted in Table 2.

Table 2

**Spectra US ---- Tax
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
	Direct Costs	60,941	98,327	14,297	3,202,360	48,502	3,424,427	222,067
	Overheads	22,964	79,045	14,176	3,114,772	48,092	3,279,049	164,277
	Total	83,905	177,372	28,474	6,317,132	96,594	6,703,476	386,344
	Monthly (12 months)	\$ 6,992	\$ 14,781	\$ 2,373	\$ 526,428	\$ 8,050	\$ 558,623	\$ 32,195
	Summary By Service							
	Check Sum	ok	ok	ok	ok	ok	ok	ok
Line #								
1	SS10 Property Tax							
	Direct Costs	8,380	28,845	5,173	1,136,649	17,550	1,196,597	59,948
	Overheads	8,309	28,601	5,130	1,127,047	17,402	1,186,489	59,442
	Total	16,689	57,447	10,303	2,263,696	34,952	2,383,086	119,390
	Monthly (12 months)	\$ 1,391	\$ 4,787	\$ 859	\$ 188,641	\$ 2,913	\$ 198,591	\$ 9,949
2	9973 Governance							
	Direct Costs	14,779	50,873	9,124	2,004,658	30,952	2,110,386	105,728
	Overheads	14,655	50,443	9,047	1,987,725	30,691	2,092,560	104,835
	Total	29,434	101,316	18,171	3,992,382	61,643	4,202,946	210,564
	Monthly (12 months)	\$ 2,453	\$ 8,443	\$ 1,514	\$ 332,699	\$ 5,137	\$ 350,245	\$ 17,547
3	CorpTax/Filenet Software fees							
	Direct Costs	37,782	18,609	-	61,054	-	117,444	56,391
	Overheads	-	-	-	-	-	-	
	Total	37,782	18,609	-	61,054	-	117,444	56,391
	Monthly (12 months)	\$ 3,148	\$ 1,551	\$ -	\$ 5,088	\$ -	\$ 9,787	\$ 4,699

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Dwight Jeter	GM Tax Planning	713-627-4965
Violet Phillips	Admin Assistant	713-989-3282

Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver

Key Contact: Service

Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349
Dennis Hebert	GM Canadian Taxes	519-436-4529

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext2233
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IO # 316922

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	<u>Environmental Health and Safety (EHS) SERVICES</u>
Initial Term	Jan 1, 2010 to Dec 31, 2010
SA Term:	No later than Dec 31, 2014
Provider:	Spectra Energy Services, LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)
SERVICES DESCRIPTION (Type and Quantity)

Revised for 2012 Pricing

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS audit function, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.

Quantity

- Quantity of service is based on time estimates of staff supporting each of US and Canada. The Canadian portion is allocated in proportion to Canadian headcount. EHS audits and consulting costs are determined to be: US only, Canada only, and Enterprise Wide. Canada only is allocated based on Canadian headcount. Enterprise wide is allocated based on enterprise headcount. The allocations are summarized in Table 1.

Type

EPASS – Environmental Performance and Safety Systems

EPASS is a suite of applications that support Spectra Energy’s environmental, health, and safety initiatives. These applications are utilized by the EHS business units across the enterprise (Spectra Energy Transmission US, Spectra Energy Transmission West, and Union Gas). The costs allocated include labor of the manager, contract staff and the annual software maintenance charges.

The services provided are around Environmental Health and Safety (EHS), along with Security and Crisis Management including: Air emissions system - to monitor all of our emissions and help with reporting.

1. Compliance System - to make sure we are in compliance with EHS Regulations.
2. Audit System – to maintain and track audit results for EHS.
3. Incident Module - to track and maintain data around EHS incidents and security incidents.
4. Case Management – used by the nurses to monitor occupational case data.

Quantity

- Quantity of service is allocated based on enterprise headcount. The allocations are summarized in Table 1.

Note to file: Fro the 2010 SLA the EPASS costs were included in the SLA for IT Services (primarily software costs). EPASS moved to this SLA effective for the 2011 year.

Table 1 - Summary of Allocations

**Spectra US --- EH&S
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EH&S Services Labour Allocation	Time Study & Head count	16.6%	19.6%	0.3%	1.1%	2.16%	60.25%	100.00%	39.75%
2	EHS Audits & Consulting	Direct Assign & Head count	11.35%	27.30%	0.38%	0.73%	1.48%	58.75%	100.00%	41.25%
3	EPASS-Labor, Software, Temp Staff	Direct Assign & Head count	18.04%	41.02%	0.56%	1.16%	2.35%	36.88%	100.00%	63.12%

Price

The charges assessed for the services are fully allocated costs. They are in *US dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Spectra US --- EH&S 2012 O&M Budget Allocation SLA Summary

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs		356,418	687,201	9,446	22,983	46,342	1,030,447	2,152,835	1,122,388
Overheads		136,791	183,936	2,565	8,821	17,786	462,516	812,414	349,898
Total		493,209	871,137	12,010	31,803	64,128	1,492,963	2,965,249	1,472,286
Monthly (12 months)		\$ 41,101	\$ 72,595	\$ 1,001	\$ 2,650	\$ 5,344	\$ 124,414	\$ 247,104	\$ 122,691
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	EH&S Services Labour Allocation								
Direct Costs		116,973	137,787	1,938	7,543	15,209	423,550	703,000	279,450
Overheads		115,985	136,623	1,922	7,479	15,081	419,972	697,062	277,090
Total		232,959	274,410	3,860	15,022	30,290	843,522	1,400,062	556,540
Monthly (12 months)		\$ 19,413	\$ 22,867	\$ 322	\$ 1,252	\$ 2,524	\$ 70,294	\$ 116,672	\$ 46,378
2	EHS Audits & Consulting								
Direct Costs		37,465	90,099	1,267	2,416	4,871	193,881	330,000	136,119
Overheads		-	-	-	-	-	-	-	-
Total		37,465	90,099	1,267	2,416	4,871	193,881	330,000	136,119
Monthly (12 months)		\$ 3,122	\$ 7,508	\$ 106	\$ 201	\$ 406	\$ 16,157	\$ 27,500	\$ 11,343
3	EPASS-Labor, Software, Temp Staff								
Direct Costs		201,979	459,315	6,240	13,024	26,262	413,015	1,119,835	706,820
Overheads		20,806	47,313	643	1,342	2,705	42,544	115,352	72,808
Total		222,785	506,628	6,883	14,366	28,967	455,559	1,235,187	779,628
Monthly (12 months)		\$ 18,565	\$ 42,219	\$ 574	\$ 1,197	\$ 2,414	\$ 37,963	\$ 102,932	\$ 64,969

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

David Felcman	Director EHS Governance	713-627-5927
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver

Paul Greco	Director Corporate EH and S	519-436-4654
Paul Rietdyk	VP Engineering, Construction & STO	

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Costs booked to IO 315102

2012 SA pricing

Notice Date:	January 30, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	<u>S&T Marketing</u>
Initial Term	Jan 1, 2010 to Dec 31, 2010
SA Term:	No later than Dec 31, 2014
Provider:	Spectra Energy Services LLC
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
**SERVICE ASSIGNMENT (“SA”) Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)**

SERVICES DESCRIPTION (Type and Quantity)

Revised for 2012 Pricing

Storage and Transportation - Marketing

With regard to the marketing of released Union Gas storage or transmission capacity, the PROVIDER shall:

- Adhere to all directions, policies, rules and procedures as issued by the RECEIVER,
- Advise the RECEIVER, in a timely manner, of all transactions related to released storage and transmission capacity,
- Present contracts to Union Gas’ Vice-President Business Development Storage and Transmission, or designate, for review, final approval and execution.

Type:

- Develop and manage strategic relationships with executives and senior management at targeted customers where the primary value proposition is storage and transportation services.
- Develop/support business case justification and recommend capital/resources to deliver growth in revenue for overall optimization.
- Accountable for optimizing the value of released capacity and maintaining a high level of customer satisfaction.
- Manage ex-franchise S&T customer relations
- Promote incremental growth and demand for Union’s S&T services
- Market long and short term storage and transportation capacities.
- Provide S&T commercial expertise to in-franchise sales opportunities as required.
- Provide commercial expertise in acquiring new storage capacity
- Accountable for the renegotiation of long term storage contracts

Quantity

- Then the allocation to the RECEIVER is based on estimated time allocations of specific staff who perform work for RECEIVER . The total allocation to RECEIVER is summarized in Table 1.

Table 1 Summary of Allocations

2012 Information		Total
		Salary
Title	% of Time	Cost
Vice President, US Storage and Southeast Business Development	15.00%	
General Manager, Marketer & Producer Services	25.00%	
Project Director	5.00%	
Project Director	5.00%	
Account Manager	5.00%	
Account Manager	5.00%	
Account Manager	5.00%	
(US\$)		
FTE Equivalent	0.65	3.1%
Total FTE in Dept	21	
% Total Salary allocated to UGL		3.1%
Allocation to Spectra		96.9%

Price

The charges are fully allocated costs in *US dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2

**Spectra US ---- S&T Marketing
2012 O&M Budget Allocation
SLA Summary**

		UGL BU10733	Spectra US	Business Units Total	Total Affiliate
Direct Costs		76,918	2,408,117	2,485,035	76,918
Overheads		76,268	2,387,776	2,464,044	76,268
Total		153,186	4,795,893	4,949,079	153,186
Monthly (12 months)	\$	12,765	\$ 399,658	\$ 412,423	\$ 12,765
Summary By Service					
Check Sum		ok	ok	ok	ok

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Provider”)
And
Union Gas Limited (the “Receiver”)

SA: S&T Marketing

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

John Bremner	VP Storage US Bus Dev SE	713-627-4933
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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Receiver

Key Contact: Service

Mark Isherwood	VP Business Development	519-436-4527
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Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 315119

2012 SA pricing

Notice Date: February 29, 2012
Effective Date: January 1, 2012
Service Agreement (SA): Insurance Services
Initial Term: January 1, 2009 to December 31, 2009
SA Term: No later than December 31, 2013
Provider: **Westcoast Energy Inc., doing business as Spectra Energy
Transmission**

Receiver: **Union Gas Limited**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Insurance Risk Management Services

Updated for 2012 pricing

Insurance Services

Type

- Assist in assessing potential risks of property damage or loss of physical assets, disruption of operations, or potential legal liabilities.
- Negotiate necessary insurance coverages on a group basis rather than on a separate business unit individual placement when cost effective.
- Where the RECEIVER has an interest in a joint venture, which has its own insurance program, ensure the terms of the coverage are adequate.
- Purchase insurance coverages with broader scope of protection often not available on an individual operating unit basis.
- Achieve lower costs of annual insurance premiums than could be achieved by the RECEIVER on a stand-alone basis.
- Reduce staffing requirements by eliminating need for staff to negotiate and place insurance coverages.
- Provide assistance and guidance in the reporting, handling, compiling, negotiating and settlement of claims.
- Provide advice on insurance related aspects of contracts to protect the RECEIVER from unnecessary assumption of risks.
- Participate in the planning, construction and commencement of new facilities and expansion of existing facilities to ensure appropriate insurance is in place, and adequate advice given on fire loss control measures.
- Utilize company wide loss control information to enhance the RECEIVER’s own activities to prevent and reduce the impact of accidental property and liability claims.
- Advance the combined interests of the RECEIVER with those of other PROVIDER operating units within industry associations and legislative lobby groups.
- Negotiate lower cost service agreements for the RECEIVER where required with third party service PROVIDERs such as insurance brokers, insurance consultants, claims adjusters, loss control advisors, and asset appraisers.
- Provide insurance advice, claims and contractual review in any acquisitions or

divestitures by the RECEIVER, if required.

- For crisis management, business continuity, and security facilitate and co-ordinate the exchange of best practices with the centralized function for the corporation.

Quantity

The amount of effort directed to meeting RECEIVER's Insurance Services needs is based on the percentage of time spent by the Director Insurance Property performing work to the benefit of PROVIDER. The allocations are summarized in Table 1 below.

Table 1 – Summary of Allocations

**SET West --- Insurance Services 8361
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

	Cost Driver Volume—% of Budget to Business Unit												
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MNPLP BU 10717	MHPM 10765	MHPC BU 11768	SCPLP BU 11763	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	WICL BU 10741	CCS	Business Units Total
Insurance Services		37.9%	24.1%	4.8%	3.7%	1.1%	0.8%	14.5%	1.11%	9.18%	0.93%	1.85%	100.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**SET West --- Insurance Services 8361
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MNPLP BU 10717	MHPM 10765	MHPC BU 11768	SCPLP BU 11763	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	WICL BU 10741	CCS	Business Units Total
Direct Costs		143,830	91,664	18,070	13,991	4,192	3,163	55,237	4,202	34,863	3,551	7,037	379,800
Overheads			12,842	2,532	1,960	587	443	7,738	589	4,884	497	986	33,058
Total		143,830	104,506	20,602	15,951	4,779	3,606	62,975	4,791	39,747	4,048	8,023	412,858
Monthly (12 months)	\$	11,986	\$ 8,709	\$ 1,717	\$ 1,329	\$ 398	\$ 301	\$ 5,248	\$ 399	\$ 3,312	\$ 337	\$ 669	\$ 34,405

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Provider”)

SA: Insurance Risk Management Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Christine Young	Director Insurance Property	604-488-8029
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Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

Receiver:

Key Contact: Service

Brian DeRooy	Director Insurance Claims	519-436-4584
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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This SERVICE ASSIGNMENT ("SA") dated (January 1, 2012)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")

This SA is entered into pursuant to the Master Services Agreement ("MSA") between Provider and Receiver dated January 1, 2012 and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

CORPORATE SERVICES

Provider shall provide Office, Facilities Management and Real Estate services ("Services") to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description ("Type"), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider's budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider's budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider's forecasted cost to perform the Service.

If Provider's cost vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider's pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges, then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until Provider has notified Receiver of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be January 1, 2012 to December 31, 2012 and thereafter this SA shall be automatically renewed, without notice, for subsequent annual one (1) year terms ("Term") until the earlier of:

- a) December 31 2012; and,
- b) the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period; or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

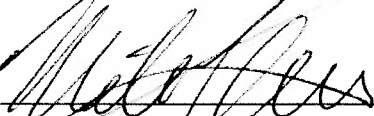
- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

Westcoast Energy Inc. (Service Provider) & Union Gas Limited (Service Receiver)

WESTCOAST ENERGY INC.
doing business as
Spectra Energy Transmission

BC Pipeline & Field Services Division¹

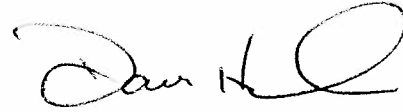
By:


Michael C. Kelly, Vice President
Customer Operations

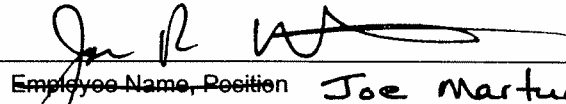

Lori Tahmazian, Manager, Corporate Services
Customer Operations

UNION GAS LIMITED

By:


~~Lucy Griffiths~~ Dave Hockin
Manager, Affiliate Relations

By:


Employee Name, Position Joe Martucci
Department/Division VP Finance

**Schedule A to
SERVICE ASSIGNMENT ("SA") dated (January 1, 2012)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")**

SERVICES DESCRIPTION (Type and Quantity)

Corporate Services

Type

Mail Services

- Will receive, sort and distribute all inbound and outbound freight, mail and courier documents.

Reception Services

- Will provide primary reception services at leased facilities, ensuring consistent Spectra Energy brand and front line security.

Library Services

- Manage subscription services
- Point of contact for library information and services.

Document Management

- Will coordinate and establish guidelines and procedures for records retention and destruction in conjunction with Spectra Energy standards
- Will manage offsite records storage, records retrieval, program and develop disaster recovery plans for records
- Will manage design, printing and bindery with a third party vendor
- Will manage copy equipment
- Will provide graphics and presentation services

Facilities Management

- Oversee and manage leased facilities
- Provide consulting services in the areas of space planning and design
- Manage the physical movement of offices/workstations
- Develop furniture and equipment guidelines that meet recommended ergonomic factors
- Manage furniture and equipment resources
- Manage outsourced and third party service providers for facilities related products and services
- Manage security and access control based on Spectra Energy and Receiver's requirements

Real Estate Services

- Will manage facility projects
- Will participate in the negotiations of agreements for acquisition and/or disposal of owned and/or leased properties or facility related improvements and will secure necessary authorization

Quantity

- Quantity is based on the allocation of the employees supported by Office Services and Facilities Management to the Canadian Business Units. The Receiver is allocated 1.4% of the Provider's time and costs.

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in Canadian dollars and sum to \$14,963.00 per annum plus related overhead loading. This will be invoiced at a rate of \$1,246.92 per month plus related overhead loading.

Schedule B to
SERVICE ASSIGNMENT ("SA") dated (January 1, 2012)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Michael C. Kelly, VP Customer Operations

403.699.1754

Key Contact: Accounting

Monica Parker, Sr. Accountant

403.699.1668

Receiver:

Key Contact: Service

~~Lucy Griffioen~~, Manager Affiliate Relations

~~519.436.4600 x2233~~

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519.436.4600 x 2233

2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	HR Services
Initial Term	January 1, 2010 to December 31, 2010
SA Term:	No later than December 31, 2013
Provider	Westcoast Energy Inc., doing business as Spectra Energy Transmission
Receiver:	Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Human Resources

Updated for 2012 pricing.

Vice-President, Human Resources

Type

- Management of Human Resources Services, Compensation, Benefits Administration, and Employee Relations / Labour Relations functions. This includes the activities included in this Service Assignment and all Human Resources functions located within Union Gas.
- Responsible for human resources policy and processes development and maintenance.

Diversity

Type

- Responsible for the implementing and sustaining of the Spectra Energy Diversity initiative within Canada by supporting the development and implementation of plans that support enterprise diversity and inclusion initiatives and supports, participates and reports results of diversity plan accomplishment to the Diversity Council.
- Coordinate the employment equity educational, communications and training programs including Workforce Survey, Employment (hiring) System Reviews and Positive Policies & Practices.
- Responsible for coordination of responses to complaints that are made under the Corporate Harassment Policy.

HR Services and HR Projects

Type

- Develop and deliver the HR policies and tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate company-wide programs including the employee service awards programs and alternative summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Support the training, documentation, and communication on use of HRIS.

- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time and Attendance support.

Employee Relations / Labour Relations

Type

- Manage collective agreements with unionized employees.
- Education of Management and HR Generalists in Labour Relations matters.
- Provide advice, counsel and assistance to line management in areas related to human resources (staff planning, recruitment, policy interpretation, employee health issues, workplace conflict, harassment, performance management issues, employee terminations, etc.).
- Implement annual HR programs within the business unit (Performance Management, Incentive Pay, Salary Administration, Succession Planning, etc.).

Talent Management

Type

- Design and deliver training programs
- Manage the signing up of people for training programs

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER is summarized in Table 1.

Table 1 Summary of Allocations

SET West ---- Human Resources 2012 O&M Budget Allocation Business Unit Cost Driver Analysis									
Line #	Activity	Cost Driver Volume--% of Budget to Business Unit							
		Co st Dri ver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total
1	8287 VP HR		26.2%	60.4%	0.9%	1.7%	3.3%	7.5%	100.0%
2	8290 HR Projects		15.6%	35.9%	0.5%	1.0%	2.0%	45.0%	100.0%
3	8277 Comp								
4	8281 ER/LR West		78.2%	7.3%	0.1%	9.4%	5.0%		100.0%
5	8283 HRIS		25.5%	58.8%	0.8%	1.6%	3.2%	10.0%	100.0%
6	8284 Diversity		21.3%	49.0%	0.7%	1.4%	2.7%	25.0%	100.0%
7	8285 Benefits		80.0%			10.0%	10.0%		100.0%
8	8289 Talent Mgmt		14.2%	32.7%	0.5%	0.9%	1.8%	50.0%	100.0%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

SET West ---- Human Resources 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
	Direct Costs	2,675,627	992,617	14,144	304,219	209,320	386,430	4,582,356	1,906,729
	Overheads		115,412	1,498	33,878	22,669	42,134	215,591	215,591
	Total	2,675,627	1,108,028	15,642	338,097	231,989	428,564	4,797,947	2,122,320
	Monthly (12 months)	\$ 222,969	\$ 92,336	\$ 1,303	\$ 28,175	\$ 19,332	\$ 35,714	\$ 399,829	\$ 176,860
	Summary By Service Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	8287 VP HR								
	Direct Costs	170,624	393,198	5,603	10,866	21,731	48,813	650,834	480,210
	Overheads	-	42,917	557	1,077	2,266	5,225	52,041	52,041
	Total	170,624	436,115	6,160	11,943	23,997	54,037	702,875	532,252
	Monthly (12 months)	\$ 14,219	\$ 36,343	\$ 513	\$ 995	\$ 2,000	\$ 4,503	\$ 58,573	\$ 44,354
2	8290 HR Projects								
	Direct Costs	27,329	62,979	897	1,740	3,481	78,894	175,320	147,991
	Overheads	-	23,074	300	579	1,218	28,346	53,517	53,517
	Total	27,329	86,052	1,197	2,319	4,699	107,240	228,837	201,508
	Monthly (12 months)	\$ 2,277	\$ 7,171	\$ 100	\$ 193	\$ 392	\$ 8,937	\$ 19,070	\$ 16,792
4	8281 ER/LR West								
	Direct Costs	2,071,626	193,083	2,751	249,993	133,000	-	2,650,453	578,827
	Overheads	-	23,185	301	29,392	15,629	-	68,507	68,507
	Total	2,071,626	216,268	3,052	279,385	148,629	-	2,718,960	647,334
	Monthly (12 months)	\$ 172,635	\$ 18,022	\$ 254	\$ 23,282	\$ 12,386	\$ -	\$ 226,580	\$ 53,944
5	8283 HRIS								
	Direct Costs	45,901	105,779	1,507	2,923	5,846	17,995	179,952	134,051
	Overheads	-	13,693	178	344	723	2,284	17,221	17,221
	Total	45,901	119,471	1,685	3,267	6,569	20,280	197,173	151,272
	Monthly (12 months)	\$ 3,825	\$ 9,956	\$ 140	\$ 272	\$ 547	\$ 1,690	\$ 16,431	\$ 12,606
6	8284 Diversity								
	Direct Costs	52,301	120,526	1,717	3,331	6,661	61,512	246,047	193,746
	Overheads	-	12,544	163	315	662	6,278	19,962	19,962
	Total	52,301	133,069	1,880	3,645	7,323	67,790	266,009	213,708
	Monthly (12 months)	\$ 4,358	\$ 11,089	\$ 157	\$ 304	\$ 610	\$ 5,649	\$ 22,167	\$ 17,809
7	8285 Benefits								
	Direct Costs	257,053	-	-	32,132	32,132	-	321,316	64,263
	Overheads	-	-	-	2,172	2,172	-	4,343	4,343
	Total	257,053	-	-	34,303	34,303	-	325,659	68,607
	Monthly (12 months)	\$ 21,421	\$ -	\$ -	\$ 2,859	\$ 2,859	\$ -	\$ 27,138	\$ 5,717
8	8289 Talent Mgmt								
	Direct Costs	50,793	117,052	1,668	3,235	6,469	179,217	358,434	307,640
	Overheads	-	-	-	-	-	-	-	-
	Total	50,793	117,052	1,668	3,235	6,469	179,217	358,434	307,640
	Monthly (12 months)	\$ 4,233	\$ 9,754	\$ 139	\$ 270	\$ 539	\$ 14,935	\$ 29,869	\$ 25,637

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Receiver”)
and
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Provider”)

SA: HUMAN RESOURCES SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Bohdan Bodnar	VP Human Resources Canada	604-488-8103
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext 2762

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Senior Accountant	403-699-1668

Receiver:

Key Contact: Service

Linda Ydreos	Senior Director Benefits	519-436-4596
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Union Gas Business Unit (BU) # 10733

This SERVICE ASSIGNMENT ("SA") dated February 28, 2012
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(the "Provider")
and
Union Gas Limited (the "Receiver")

This SA is entered into pursuant to the Master Services Agreement ("MSA") between Provider and Receiver dated January 1, 2003 effective date and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

INFORMATION TECHNOLOGY INFRASTRUCTURE (ITI) SERVICES

Provider shall provide information technology infrastructure services ("Services") to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description ("Type"), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider's budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider's budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider's forecasted cost to perform the Service.

If Provider's cost vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider's pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of

the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until Provider has notified Receiver of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be January 1, 2012 to December 31, 2012 and thereafter this SA shall be automatically renewed, without notice, for subsequent annual one (1) year terms ("Term") until the earlier of:

- a) December 31 2013; and,
- b) the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period; or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

WESTCOAST ENERGY INC. doing business

as

Spectra Energy Transmission

BC Pipeline & Field Services Division¹

UNION GAS LIMITED

By: _____

Don Bolton, Director
Information Systems, Spectra Energy

By: _____

Joe Martucci, V.P.
Finance

By: _____

Stephen Craft, V.P.
Information Technology, Spectra Energy

By: _____

Tim Curry, V.P.
Finance & Accounting, Spectra Energy

Schedule A to
SERVICE ASSIGNMENT ("SA") dated February 28, 2012
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(the "Provider")
and
Union Gas Limited (the "Receiver")

SERVICES DESCRIPTION (Type and Quantity)

ITI Business Management

Type

- Provide financial management and reporting, contract management, and performance reporting as well as procurement services.

Quantity

- 67.53% of staff and costs are assigned to managing and supporting Receiver's ITI requirements.

Price

- Cost is: \$204,883 annually plus related overhead loading.

Security Control Systems

Type

- Provide SCADA and Control Systems protection and comply with regulatory and policy requirements. Work with Information Technology to evaluate and integrate security changes coming from our industry, our business units, or from risk brought on by internal or external threats.

Quantity

- 31.15% of staff and costs are assigned to managing and supporting Receiver's ITI requirements.

Price

- Cost is: \$47,197 annually plus related overhead loading.

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in Canadian dollars and sum to \$252,080 per annum plus related overhead loading. This will be invoiced at a rate of \$21,007 per month plus related overhead loading.

Schedule B to
SERVICE ASSIGNMENT ("SA") dated February 28, 2012
between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(the "Receiver")
and
Union Gas Limited (the "Provider")

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Joan Hackett, Manager IT Business Management 519-355-3670 ext. 5013712

Key Contact: Accounting

Dayle Brooker, Accounting Specialist 403-699-1678

Receiver:

Key Contact: Service

David Hockin, Mgr Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen, Senior Finance Analyst 519-436-4600 ext. 2233

Union Gas Business Unit # 10733

2012 SA pricing

Notice Date: February 29, 2012
Effective Date: January 1, 2012
Service Agreement (SA): Legal Services
Initial Term: January 1, 2010 to December 31, 2010
SA Term: No later than December 31, 2014
Provider: **Westcoast Energy Inc., doing business as Spectra Energy
Transmission**

Receiver: **Union Gas Limited**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT ("SA") Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
and
Union Gas Limited (the "Receiver")

SERVICES DESCRIPTION (Type and Quantity)

Legal Services

Updated for 2012 pricing

Type

Legal Services:

- Provide senior management oversight and direction for the Union Gas legal department, including but not limited to assistance with and finalizing approval and review of budgets and forecasts as agreed to by Union Gas, providing strategic direction, advising the Union Leadership Group as required from time to time, development and mentoring of Union Gas legal team and, where necessary, overseeing the services and fees provided and charged by outside counsel.
- Provide legal guidance and advice on Corporate Governance, Securities Compliance, Treasury matters, and Pension/HR Matters.
- Provide legal guidance and advice from time to time.
- Participation on the Board of Directors and assistance with the coordination of Board meetings and the preparation of Audit letters.

Quantity

Support is provided on a daily basis and as requested by Union Gas Limited. The level of effort is **3.5%** and is based on the percentage of time that the Legal Group spends performing work to the benefit of Union Gas Limited.

Charges

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars* and sum to **\$102,881** per annum plus related overhead loading. This will be invoiced at a rate of **\$8,573** per month plus related overhead loading.

Schedule B to
SERVICE ASSIGNMENT ("SA")
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
and
Union Gas Limited (the "Receiver")

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service	
Bruce Pydee, VP, Regulatory Affairs & General Counsel	604-691-5512
Ako Egawa, Executive Assistant	604-488-8017

Key Contact: Accounting	
Monica Parker, Senior Accountant	403-699-1668

Receiver:

Key Contact: Service	
Dave Hockin, Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting	
Lucy Griffioen, Senior Finance Analyst	519-436-4600, ext. 2233

**This SERVICE ASSIGNMENT ("SA") dated February 24, 2012
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")**

This SA is entered into pursuant to the Master Services Agreement ("MSA") between Provider and Receiver and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

Communications

Provider shall provide Public Affairs, Community & Aboriginal Relations Services ("Services") to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description ("Type"), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider's budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider's budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider's forecasted cost to perform the Service.

If Provider's cost vary from budget during the Term of this SA then either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider's pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until Provider has notified Receiver of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had

been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period; or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

**WESTCOAST ENERGY INC. doing business as
Spectra Energy Transmission
BC Pipeline & Field Services Division**

Gary Weillinger, Vice President, Strategic

Development & External Affairs

Date: _____

Peter Murchland, Director, Communications

Date: Mar 19/12

UNION GAS LIMITED

Rick Birmingham, VP Regulatory and Public
Affairs

Date: Feb 29 2012

Schedule A to
SERVICE ASSIGNMENT ("SA") dated February 24, 2012
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")

SERVICES DESCRIPTION (Type and Quantity)

Communication Services

Type

External Communications

- Spectra Energy, WEI and Union Gas media relations including news releases and media call backs.

Quantity

Support is provided on as need basis and as requested by Union Gas Limited. The level of effort is 0.116% and is based on the percentage of time that SET West Communications spends performing work to the benefit of Union Gas Limited.

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in Canadian dollars and sum to \$2,615 per annum plus related overhead loading. This will be invoiced at a rate of \$214.92 per month.

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Schedule B to
SERVICE ASSIGNMENT ("SA") dated February 24, 2012
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the "Provider")
and
Union Gas Limited (the "Receiver")

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Gary Weiling, Vice President, Strategic Development & External Affairs	403-699-1523
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Peter Murchland, Director of Communications	403-699-1506
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Cindy Willers, Communications Analyst	604-691-5920
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Key Contact: Accounting

Dayle Brooker, Accounting Specialist, Budgets	403-699-1678
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Monica Parker, Senior Accountant, Fixed Assets	403-699-1668
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Receiver:

Key Contact: Service

Andrea Stass, Manager External Comm Media Rel	516-436-5490
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Dave Hockin, Manager Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen, Senior Finance Analyst	519-436-4600 ext. 2233
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2012 SA pricing

Notice Date: February 29, 2012
Effective Date January 1, 2012
Service Agreement (SA): Taxation Services
Initial Term January 1, 2010 to December 31, 2010
SA Term: No later than December 31, 2013
Provider: **Westcoast Energy Inc., doing business as Spectra Energy
Transmission**

Receiver: Union Gas Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(the “Provider”)
and
Union Gas Limited (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

Taxation Services

Updated for 2012 pricing

Legislative Analyses

- Provide legislative and impact analyses on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the Receiver and industry
- Represent the Receiver and industry through various tax associations to organize tax positions and coordinate resolutions

Planning

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions to determine tax consequences and provide input to optimize the benefits for the Receiver and affiliated companies
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies for the Receiver

Research

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

- Prepare and file all required Income, Capital, Property and Commodity tax returns for the Receiver
- Manage all Income, Capital, Property and Commodity tax audits and appeals for the Receiver
- Prepare and review tax provisions on an as needed basis

Tax Team Management

- Provide tax team planning, budgets, performance processes and training

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

**Spectra West ---- Taxation Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

	Cost Driver Volume--% of Budget to Business Unit														
Activity	Co st Dr	BCPFS BU 10734	UGL BU10733	CCS	MHPM	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	McMaho n Power	McMaho n JV	SEEL	WICL	WEI	Business Units Total
West Income Tax		35.3%	15.4%	0.5%	1.2%	1.6%	0.4%	3.7%	16.2%	0.5%	0.8%	9.7%	0.2%	13.5%	100.00%
Consultant		38.44%	44.06%											17.50%	100.00%

Price

The charges summarized below are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 plus applicable overhead loadings.

Table 2 - Summary of Charges

**Spectra West ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	CCS	MHPM	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	McMahon Power	McMahon JV	SEEL	WICL	WEI	Business Units Total
Direct Costs		504,196	251,045	6,273	15,110	21,138	4,648	47,744	212,186	7,173	10,880	126,983	2,391	196,026	1,418,926
Overheads			37,988	871	3,267	2,935	645	6,630	27,945	996	2,479	19,582	1,719	27,495	132,553
Total		504,196	289,033	7,144	18,377	24,073	5,293	54,374	240,131	8,169	13,359	146,564	4,110	223,521	1,551,479
Monthly (12 months)		\$ 42,016	\$ 24,086	\$ 595	\$ 1,531	\$ 2,006	\$ 441	\$ 4,531	\$ 20,011	\$ 681	\$ 1,113	\$ 12,214	\$ 343	\$ 18,627	\$ 129,290
Summary By Service															
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
West Income Tax															
Direct Costs		460,862	201,367	6,273	15,110	21,138	4,648	47,744	212,186	7,173	10,880	126,983	2,391	176,292	1,306,180
Overheads		-	37,988	871	3,267	2,935	645	6,630	27,945	996	2,479	19,582	1,719	27,495	132,553
Total		460,862	239,355	7,144	18,377	24,073	5,293	54,374	240,131	8,169	13,359	146,564	4,110	203,787	1,438,732
Monthly (12 months)		\$ 38,405	\$ 19,946	\$ 595	\$ 1,531	\$ 2,006	\$ 441	\$ 4,531	\$ 20,011	\$ 681	\$ 1,113	\$ 12,214	\$ 343	\$ 16,982	\$ 119,894
Consultant															
Direct Costs		43,335	49,678	-	-	-	-	-	-	-	-	-	-	19,734	112,746
Overheads		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		43,335	49,678	-	-	-	-	-	-	-	-	-	-	19,734	112,746
Monthly (12 months)		\$ 3,611	\$ 4,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,644	\$ 9,396

Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(the “Provider”)
and
Union Gas Limited (the “Receiver”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Dennis Hebert	GM US and Canadian Tax	519-436-4529
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Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

Receiver:

Key Contact: Service

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5346

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

SUPPLY CHAIN CENTRE OF EXCELLENCE

PROVIDER shall provide Enterprise Sourcing, Fleet and System Process Support Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: _____

Print Name: Ken DeWolf

Title: Manager Fleet Services North America

Date: _____

Per: _____

Print Name: Paul Rietdyk

Title: VP Eng, Const and STO

Date: _____

BC Pipeline and Field Services Divisions (Receiver)

Per: _____

Print Name: Duane Rae

Title: Vice President Field Services

Date: _____

Per: _____

Print Name: Robert Whitwham

Title: Vice President Pipeline

Date: _____

SA: Union to BC Pipes - Supply Chain Centre of Excellence

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: SUPPLY CHAIN CENTRE OF EXCELLENCE

Enterprise Sourcing

Type

The Enterprise Sourcing group is responsible for enterprise sourcing of products and entering into contract negotiations that benefit all Spectra companies. Contract negotiation responsibilities include (but are not necessarily limited to): market analysis, the selection of a vendor, the evaluation of a request for a proposal (“RFP”), assistance in the selection of a particular vendor, negotiation of contracts, and the establishment of appropriate terms and conditions.

Other services provided by the Enterprise Sourcing group include:

- Establishment and advancement of enterprise strategy and policy related to procurement and logistics;
- Establishment of common requirements and standards for procurement and logistics products and services where appropriate;
- Sourcing and contracting for enterprise commodities and services;
- Developing supplier programs and managing strategic vendor relationships;
- Communicating and rolling out contracts and buying programs

Quantity

- Costs are allocated based on number of contracts negotiated. The allocations are summarized in Table 1 below.

Fleet Services

Type

- provide a range of fleet management services which include the development of specifications, evaluating and purchasing of vehicles and mobile equipment, and outfitting packages.
- manage policies and monitor the fleet to ensure safety and legislative compliance, disposal and recovery of proceeds.

Quantity

Costs are allocated based on an estimate of time spent and number of units managed. The allocations are summarized in Table 1 below.

System Process Support Services

Type

- provide analytical support related to Supply Chain systems and process.

Quantity

Costs are allocated based on an estimate of time spent. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Supply Chain Centre of Excellence
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
1	Enterprise Sourcing	No. of Contracts	23.0%	44.0%				33.0%	100.00%	56.00%
2	Fleet Services	Cost Per OPCO	15.1%	28.9%	1.9%	6.0%	3.9%	44.1%	100.00%	71.06%
3	System Process Support	Time Spent	40.00%	40.00%				20.00%	100.00%	60.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas — Supply Chain Centre of Excellence 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
	Direct Costs	183,037	319,859	4,856	15,619	10,102	289,521	822,994	503,135
	Overheads	143,884	249,608	3,292	10,589	6,849	219,453	633,675	384,067
	Total	326,921	569,467	8,149	26,208	16,951	508,974	1,456,669	887,202
	Monthly (12 months)	\$ 27,243	\$ 47,456	\$ 679	\$ 2,184	\$ 1,413	\$ 42,414	\$ 121,389	\$ 73,934
	Summary By Service	-	-	-	-	-	-	-	-
	Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Enterprise Sourcing								
	Direct Costs	110,670	211,716	-	-	-	158,787	481,173	269,457
	Overheads	89,229	170,699	-	-	-	128,025	387,953	217,254
	Total	199,899	382,415	-	-	-	286,812	869,126	486,711
	Monthly (12 months)	\$ 16,658	\$ 31,868	\$ -	\$ -	\$ -	\$ 23,901	\$ 72,427	\$ 40,559
2	Fleet Services								
	Direct Costs	38,980	74,756	4,856	15,619	10,102	114,040	258,353	183,598
	Overheads	26,427	50,681	3,292	10,589	6,849	77,314	175,152	124,471
	Total	65,407	125,437	8,149	26,208	16,951	191,355	433,506	308,069
	Monthly (12 months)	\$ 5,451	\$ 10,453	\$ 679	\$ 2,184	\$ 1,413	\$ 15,946	\$ 36,125	\$ 25,672
3	System Process Support								
	Direct Costs	33,387	33,387	-	-	-	16,694	83,468	50,081
	Overheads	28,228	28,228	-	-	-	14,114	70,570	42,342
	Total	61,615	61,615	-	-	-	30,808	154,038	92,423
	Monthly (12 months)	\$ 5,135	\$ 5,135	\$ -	\$ -	\$ -	\$ 2,567	\$ 12,836	\$ 7,702

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Supply Chain Shared Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Ken DeWolf	Manager, Fleet Services	519-436-5308
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 317405 – Enterprise Sourcing & System Process Support
IO # 317406 – Fleet Services

Receiver:

Key Contact: Service

Duane Rae	Vice President Field Services	403-699-1551
Robert Whitwham	Vice President Pipeline	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

PAYMASTER SERVICES

PROVIDER shall provide Paymaster Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis PROVIDER will notify RECEIVER of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the RECEIVER does not advise the PROVIDER in writing within 60 days of receipt of the notice as to any objection to the new Charges then RECEIVER will be deemed to have agreed to the new Charges. In

the event that the RECEIVER does provide the PROVIDER with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until PROVIDER has notified RECEIVER of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be July 12, 2011 to December 31, 2012 and thereafter this SA shall be automatically renewed, without notice, for subsequent annual one (1) year terms ("Term") until the earlier of:

- a) December 31, 2014; and,
- b) the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: _____

Print Name: _____

Title: _____

Date: _____

Per:  _____

Print Name: Joe Martucci

Title: Vice President Finance

Date: 7-18-11

**BC Pipeline and Field Services
~~Spectra Energy Services, LLC~~
(Receiver)**

Per:  _____

Print Name: _____

Title: _____

Date: _____

Per:  _____

Print Name: Don Cameron

Title: VP Project Execution

Date: Aug 4/11

SA: Union to SET-West Paymaster Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)
SERVICES DESCRIPTION (Type and Quantity)

PAYMASTER SERVICES

The purpose of this schedule is to provide an understanding of the commitment between Provider and Receiver with respect to the treatment of Provider paid employees assigned to the Receiver.

Type

During the term of this Agreement, Provider shall undertake to do the following:

- Pay the Individuals on behalf of Receiver and maintain benefits programs for the Individuals.
- Grant the Receiver control over Individuals in order to obtain the benefits of the Individuals' technical and managerial skills.
- Release Individuals from any obligations to perform services for Provider or any other party other than Receiver for that same period.
- Maintain books and records that shall be available for Receiver's review.

Quantity

- The list of Individuals will be updated whenever there is a change.

INDIVIDUALS

Employee Name	Effective Date	Employee Number	Department
Roger Piett	July 12, 2011	232487	Engineering Plng & Support

FEES

Receiver agrees to reimburse Provider for all amounts paid by Provider on behalf of Receiver with respect to the salaries and the cost of benefits provided to the Individuals. Receiver shall also reimburse Provider for any expenses incurred by Provider on behalf of the Individual or the Receiver. Such amounts shall be calculated in *Canadian dollars*. Fees will be charged monthly. The monthly fee for the term to July 31 2012 shall be \$20,589. The fee for July 2011 shall be \$ 10,300.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

PAYMASTER SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Michelle George	Dir Engineering Plng and Suppt	519-436-4574
Dave Hockin	Manager Affiliate Relations	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Coordinator Affiliate Relations	519 436-4600 ext. 2233
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UGL Internal Accounting:

Monthly fee \$ 20,589 booked to IO 342500 Aff Reve: Paymaster

July 2011 fee \$ 10,300

Receiver

Key Contact: Service

Don Cameron	VP Project Execution	713-627-4800
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Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

**This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)**

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

ECS -Compressor Engineering Services- Sunset Creek

PROVIDER shall provide Compressor Engineering Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be October 1, 2011 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: _____

Print Name: _____

Title: _____

Date: _____

Per:  _____

Print Name: Mike Shannon

Title: VP, Engineering, Construction and STO

Date: 2011 OCT 31

BC Pipeline and Field Services (Receiver)

Per:  _____

Print Name: DON CAMERON

Title: V.P.

Date: Oct 17/11

Per:  _____

Print Name: D. Challenor

Title: Director - Compression Projects

Date: October 11, 2011

SA: Union to BCPL STO Compressor Engineering Services- Sunset Creek

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Compressor Engineering Services- Sunset Creek

Type

- Assisting with commissioning the Sunset Compressor Station, will be assigned full time to the project to prepare the commissioning plans and then execute same at the Sunset Compressor Station site
- The work on site will consist of managing, directing crews, and executing the commissioning checks and starting up the new compressor station with the assistance of Operations.
- Work will include the Commissioning Lead for the site with the other persons assigned to the mechanical and electrical lead roles. The commissioning planning work will be part time in October to December 2011 working from their home location in Ontario, shifting to on-site for the pre-commissioning, commissioning, and start up phases of the work expected to begin in January 2012 and run through till May 2012.

Quantity

Provider will track time and bill Receiver for the number of hours worked each month.

Price

The charges assessed for the services listed in Schedule A of this SA are based on hours worked and are noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses and any other expenses incurred by PROVIDER to provide Service to RECEIVER will be passed through to RECEIVER without markup.

The hourly rates are the greater of market rates and PROVIDER’s fully allocated cost:

	\$/Hr	Overtime @ 1.5x Additional	Overtime @ 2.0x Additional
Technical	\$ 105	\$ 25	\$ 51
Overtime is paid to the employee as incurred. Provider will bill Receiver the additional charge as incurred.			

		Project Allowance @ 35% Additional	Project Allowance @ 70% Additional
	\$/Hr		
Project Manager	\$ 153	\$ 28	\$ 56

Hours billed monthly at Regular Rate
At the end of the quarter any hours subject to Project Allowance will be billed at the additional rate noted.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
**Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)**
And
Union Gas Limited (the “Provider”)

SA: ECS -Compressor Engineering Services- Sunset Creek

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dave Simpson	Director STO	519 683-3401
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Key Contact: Accounting

Lucy Griffioen	Coordinator Affiliate Relations	519-436-4600 ext. 2233
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IO # 342242

Receiver

Key Contact: Service

Dave Challoner	Director Projects	403 699-1643
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Key Contact: Accounting

Stephen Guo	Sr Accountant-Budgets & Fixed Assets	403-699-1778
Monica Parker	Sr Accountant Fixed Assets	403-699-1668

Charges to be booked to U1196.B40D

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between Provider and Receiver and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

Environmental Health and Safety (EHS) SERVICES

Provider shall provide Environmental Health and Safety (EHS) Services (“Services”) to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A as amended from time to time; and
- b) Contact and accounting information contained in Schedule B, as amended from time to time.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider’s budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider’s forecasted cost to perform the Service.

If Provider’s costs vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 or the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period; or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

Union Gas Limited (Provider)

Per: 
Print Name: Paul Greco

Title: Director Corporate EH and S

Date: 2012/05/13


Per: 

Print Name: Paul Rietdyk
Mike Shannon

Title: VP Eng, Const and STO

Date: Jan. 24/12

BC Pipeline and Field Services (Receiver)

Per: 
Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 8/12

SA: Union to BCPL EHS Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS Management System Review, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.
- Complete Corporate Initiatives to assist OpCo in meeting SE EHS Management System performance requirements.

Quantity

- The Corporate Canada EHS budget is allocated to Union and affiliates based on headcount. The allocations are summarized in Table 1.

Table 1 - Summary of Allocations

<p style="text-align: center;">Union Gas ---- EH&S 2012 O&M Budget Allocation Business Unit Cost Driver Analysis</p>										
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EHS Staff and Expenseses	Headcount	17.0%	41.0%	0.6%	1.1%	2.21%	38.13%	100.00%	59.05%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- EH&S 2012 O&M Budget Allocation SLA Summary								
	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673
Summary By Service								
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #								
1	EHS Staff and Expenseses							
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Greco	Director Corporate EH and S	519-436-4654
Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 342243

Receiver:

Duane Rae	Vice President Field Services	403-699-1551
Rob Whitwham	Vice President Pipeline	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Senior Accountant Fixed Assets	403-699-1668

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between Provider and Receiver and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

FINANCE SERVICES

Provider shall provide Controller and Accounts Payable Services (“Services”) to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A as amended from time to time; and
- b) Contact and accounting information contained in Schedule B, as amended from time to time.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider’s budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider’s forecasted cost to perform the Service.

If Provider’s costs vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 or the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period;
or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

Union Gas Limited (Provider)

Per: 

Print Name: Pat Elliott

Title: Controller

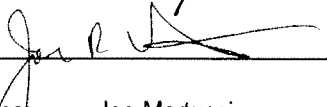
Date: 1/25/12

Per: 

Print Name: Wendie Brodie Lumley

Title: Mgr. Spectra Accts Payable

Date: 01/24/12


Per: 

Print Name: Joe Martucci

Title: Vice President Finance

Date: 1/30/12

BC Pipeline and Field Services Divisions (Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 7/12

SA: Union to BCPL Finance Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: FINANCE SERVICES

Pension Plan Accounting

Type

- Reconcile pension plan reports.
- Calculation and remittance of pension plan funding
- Record management fee and audit fee accrual.
- Year-end reporting and filing for Pension Plans and Master Trust.
- Prepare complete set of financial statements including the notes.
- Liaise with the external auditors.
- Complete audit working papers.
- Maintain signing authority and pension accounts.
- Liaise with CIBC Mellon and Towers Perrin and Clarica.
- Prepare “Holding Report Generator”.
- Prepare Quarterly Analysis of Funds per Fund Manager to Fund Balance per CIBC.
- Report to the advisory committee as necessary.
- File and maintain Fund Manager reports.
- File and maintaining CIBC Mellon, Towers Perrin and Clarica reports.
- Daily review of cash balance provided by CIBC Mellon to verify that cash is well managed.
- Quarterly reporting for Statistics Canada.
- Provide management oversight of pension plan accounting activities

Quantity

- The cost of pension accounting is allocated to affiliates based on time spent and then allocated among the affiliates based on head count. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit											Business Units Total	Total Affiliate
			BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730		
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctts			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads		313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Line #														
1	Pension Accounting													
	Direct Costs	107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
	Overheads	99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
	Total	207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
5	Accounts Payable													
	Direct Costs	270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
	Overheads	214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
	Total	484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: FINANCE SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver

Duane Rae	Vice-President Field Services	403-699-1551
Rob Whitwham	Vice-President Pipeline	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

**This SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)**

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

GOVERNMENT RELATIONS SERVICES

PROVIDER shall provide Government Relations Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: 

Print Name: Tim Kennedy

Title: Vice President Federal Govt Affairs

Date: Jan. 10/12

Per: _____

Print Name: _____

Title: _____

Date: _____

BC Pipeline and Field Services (Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 8/12

SA: Union to BCPL Government Relations Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)
SERVICES DESCRIPTION (Type and Quantity)

SA: GOVERNMENT RELATIONS SERVICES

Type

- Intelligence and advice on federal government activities related to Spectra Energy operations
- Representation of Spectra Energy and Canadian business units to the federal government
- Coordination with Spectra Energy government relations practitioners on matters related to public affairs and branding with government audiences

Quantity

- The amount of effort is based on a forecast of time spent on behalf of each business unit as shown in Table 1 below.

•

Table 1 Summary of Allocations

Union Gas ---- Government Relations 2012 O&M Budget Allocation Business Unit Cost Driver Analysis								
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit					
			BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
1	Government Relations	Assignment % of Time	35.0%	20.0%	15.0%	30.00%	100.00%	80.00%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Government Relations
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
Direct Costs		216,469	123,697	92,772	185,545	618,483	494,787
Overheads		71,374	40,785	30,589	61,178	203,925	163,140
Total		287,843	164,482	123,361	246,722	822,408	657,927
Monthly (12 months)		\$ 23,987	\$ 13,707	\$ 10,280	\$ 20,560	\$ 68,534	\$ 54,827

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)

SA: Government Relations Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Tim Kennedy	VP Federal Govt Affairs	613-513-4802
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 241567

Receiver

Key Contact: Service

Duane Rae	VP Field Services	403-699-1551
Rob Whitwham	VP Pipelines	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

HUMAN RESOURCES SERVICES

PROVIDER shall provide Human Resources Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charge for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

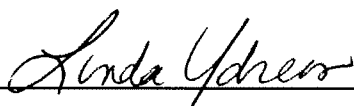
E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

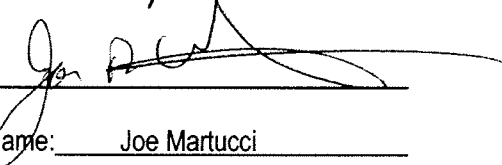
Union Gas Limited (Provider)

Per: 

Print Name: Linda Ydreos

Title: Senior Director Benefits

Date: February 21, 2012


Per: 

Print Name: Joe Martucci

Title: Vice President Finance

Date: _____

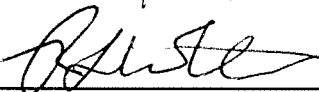
BC Pipeline and Field Services (Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 8 / 12

SA: Union to BCPL HR Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

HR Services Delivery & HRIS

Type

- Develop and deliver the HR tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate Company-wide programs including the employee service awards program, alternate summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Supports the training, documentation and communication on use of HRIS.
- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time & Attendance support.

Compensation

Type

- Responsible for compensation policy development, implementation and maintenance. This includes salary and wage administration and coordinating the job/role evaluation process.
- Responsible for the administration of the incentive pay programs, including budgeting, forecasting and reporting on overall results.

Employee Relations / Labour Relations

Type

- Manage collective agreements with unionized employees.
- Education of Management and HR Generalists in Labour Relations matters.
- Provide advice, counsel and assistance to line management in areas related to human resources (staff planning, recruitment, policy interpretation, employee health issues, workplace conflict, harassment, performance management issues, employee terminations, etc.).
- Implement annual HR programs within the business unit (Performance Management, Incentive Pay, Salary Administration, Succession Planning, etc.).

Benefits Administration

Type

- Administer benefit programs including pension support to employees. The Receiver will grant authority to issue benefit premium payments on their behalf. The Receiver shall provide a bank account from which to issue these payments. The Provider will inform the Receiver regarding any changes in policy and or government legislation which will impact employees.
- Provide pension administrative services for the pension plans which includes pension retirement estimates and retirement, death and termination pension calculations. It can also include updating the pension database and coordinating with our pension consultant for pension plan document maintenance, government filings, pension adjustments and past service pension adjustment calculations, and more complex pension calculations.
- Provide benefits administrative services, in conjunction with external vendors, which includes the processing of enrolments, changes, taxable benefits, benefit changes, beneficiaries, terminations, etc.
- Manage health-related policies, practices and programs to ensure compliance to confidentiality, competitiveness, cost-effectiveness, collective agreements and alignment with Corporate values and objectives.
- Manage & monitor the day-to-day administration of the Workers Compensation Programs across Canada, complying with provincial regulatory requirements.
- Accountable for the delivery of wellness initiatives.

Workforce Planning & Staffing

Type

- Responsible for designing and executing the annual workforce planning process across Canada and US including all phases of related communications, training, deployment, collection of data, etc.
- Develop, recommend and implement Canadian staffing and campus strategies, services, tools and systems to enhance the Company's ability to manage staffing/resource needs, meet client's needs and comply with legislative requirements.
- Facilitate collaboration with multiple stakeholders in revising, developing, executing and communicating staffing tools, programs and processes.
- Ensure staffing vendor service levels are maintained & manage contract maintenance.

Development & Performance

Type

- Establish and implement strategy and processes related to employee, manager and executive development.
- Establish and implement strategy and process relating to employee performance review, competency models, rating scale definitions and manager support tools.
- Execute annual succession planning process for Canada LTIP's, Rising Leaders and high potential management.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER is summarized in Table 1.

Table 1 Summary of Allocations

**Union Gas ---- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	HR Services	Direct Assign, Time & headcount	23.4%	57.1%	0.7%	1.4%	3.0%	14.3%	100.00%	42.93%
2	Benefits	Direct Assign, Time & headcount	21.7%	73.2%	1.1%	1.3%	2.8%		100.00%	26.85%
3	Compensation	Direct Assign, Time & headcount	23.9%	58.2%	0.8%	1.5%	3.1%	12.6%	100.00%	41.79%
4	Employee Relations	Direct Assign, Time & headcount	1.2%	97.9%	0.7%	0.1%	0.2%		100.00%	2.11%
5	Workforce Planning	Direct Assign, Time & headcount	21.9%	53.3%	0.7%	1.3%	2.8%	20.0%	100.00%	46.72%
6	Development & Performance	Direct Assign, Time & headcount	24.6%	59.9%	0.8%	1.5%	3.2%	10.0%	100.00%	40.06%
7	Budget Reduction	Average of all allocations	15.5%	75.3%	0.8%	0.9%	2.0%	5.5%	100.00%	24.71%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- HR 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		801,797	3,899,576	42,280	49,003	103,076	283,869	5,179,601	1,280,025
Overheads		722,768	3,400,758	37,402	44,173	92,916	254,731	4,552,748	1,151,990
Total		1,524,565	7,300,334	79,682	93,177	195,993	538,599	9,732,350	2,432,015
Monthly (12 months)		\$ 127,047	\$ 608,361	\$ 6,640	\$ 7,765	\$ 16,333	\$ 44,883	\$ 811,029	\$ 202,668
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	HR Services								
	Direct Costs	262,635	639,568	8,302	16,051	33,763	160,316	1,120,637	481,069
	Overheads	243,282	592,440	7,691	14,869	31,275	148,502	1,038,059	445,619
	Total	505,918	1,232,008	15,993	30,920	65,039	308,818	2,158,696	926,688
	Monthly (12 months)	\$ 42,160	\$ 102,667	\$ 1,333	\$ 2,577	\$ 5,420	\$ 25,735	\$ 179,891	\$ 77,224
2	Benefits								
	Direct Costs	302,650	1,021,728	14,939	18,497	38,908	-	1,396,722	374,994
	Overheads	272,676	920,539	13,460	16,665	35,054	-	1,258,395	337,856
	Total	575,327	1,942,268	28,399	35,162	73,962	-	2,655,118	712,850
	Monthly (12 months)	\$ 47,944	\$ 161,856	\$ 2,367	\$ 2,930	\$ 6,163	\$ -	\$ 221,260	\$ 59,404
3	Compensation								
	Direct Costs	142,321	346,579	4,499	8,698	18,296	75,022	595,416	248,837
	Overheads	109,807	267,402	3,471	6,711	14,116	57,883	459,392	191,990
	Total	252,128	613,982	7,970	15,409	32,413	132,906	1,054,808	440,826
	Monthly (12 months)	\$ 21,011	\$ 51,165	\$ 664	\$ 1,284	\$ 2,701	\$ 11,075	\$ 87,901	\$ 36,736
4	Employee Relations								
	Direct Costs	21,511	1,776,736	12,781	1,315	2,765	-	1,815,108	38,372
	Overheads	17,267	1,426,206	10,259	1,055	2,220	-	1,457,007	30,801
	Total	38,778	3,202,942	23,040	2,370	4,985	-	3,272,115	69,173
	Monthly (12 months)	\$ 3,232	\$ 266,912	\$ 1,920	\$ 198	\$ 415	\$ -	\$ 272,676	\$ 5,764
5	Workforce Planning								
	Direct Costs	34,791	84,722	1,100	2,126	4,473	31,803	159,015	74,293
	Overheads	31,408	76,485	993	1,920	4,038	28,711	143,554	67,069
	Total	66,199	161,207	2,093	4,046	8,510	60,514	302,569	141,362
	Monthly (12 months)	\$ 5,517	\$ 13,434	\$ 174	\$ 337	\$ 709	\$ 5,043	\$ 25,214	\$ 11,780
6	Development & Performance								
	Direct Costs	63,431	154,466	2,005	3,877	8,154	25,770	257,703	103,237
	Overheads	48,327	117,686	1,528	2,954	6,213	19,634	196,341	78,655
	Total	111,758	272,152	3,533	6,830	14,367	45,404	454,044	181,892
	Monthly (12 months)	\$ 9,313	\$ 22,679	\$ 294	\$ 569	\$ 1,197	\$ 3,784	\$ 37,837	\$ 15,158
7	Budget Reduction								
	Direct Costs	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	-40,776
	Overheads	-	-	-	-	-	-	-	-
	Total	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	- 40,776
	Monthly (12 months)	-\$ 2,128	-\$ 10,352	-\$ 112	-\$ 130	-\$ 274	-\$ 754	-\$ 13,750	-\$ 3,398

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Human Resource Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Ydreos	Senior Director Benefits	519-436-4596
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext. 2762
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 317407

Receiver

Key Contact: Service

Duane Rae	VP Field Services	403-699-1551
Rob Whitwham	VP Pipelines	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

**This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)**

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

Information Technology Infrastructure and Information Systems Services

PROVIDER shall provide ITI and IS Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

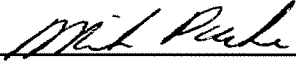
E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

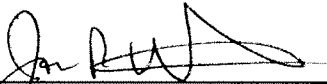
Union Gas Limited (Provider)

Per: 

Print Name: Mike Packer

Title: Director Information Systems

Date: March 1, 2012

Per: 

Print Name: Joe Martucci

Title: Vice President Finance

Date: Mar 13/12

BC Pipeline and Field Services (Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 8/12

SA: Union to BCPL ITI and IS Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

ITI and IS SERVICES

ITI Management

Type

- Provide management of all ITI requirements and services.

ITI Web, Wintel

Type

- Manage the lifecycle, upgrades or major changes to the WINTEL servers as well as provide server services monitoring tools, software distribution, and remote control.

ITI UNIX, DATA MGMT, SYS MGMT, P&C

Type

- Manage the lifecycle, upgrades or major changes to the AIX servers and data storage (both disk and tape) for WINTEL and AIX servers. Also provides Data Centre and Field Office Computer Room Management. Also performs the monitoring of the environment, the scheduling of jobs-including completion monitoring, create and execute the electronic distribution of data and applications, design and execute the backup and recovery of data and applications.
- Facilitate the review and approval of all infrastructure and application changes, management of large scale system changes, issuing daily problem/change reports and leading cross functional teams in resolution of system problems significantly impacting the business operations of any of the operation companies supported.

ITI Security – Control Systems

Type

- Lead regular forums of key Spectra Energy control system representatives to provide input to security direction, governance and working plans.
- Maintain a record of Control Systems implemented across Spectra Energy. Track any control system security gaps, measure risk levels and develop remediation plans necessary to close critical and important issues.
- Provide advice on cyber controls for control systems and maintain these in the IT 6000 policies and standards.

ITI Security – Admin and Policy.

Type

- Provide support and management of all the security processes, procedures and tools necessary to manage access to computing infrastructure.
- Provide awareness about the importance of cyber security and reduce the risk through education and regular communications using various media such as stand-up sessions, CBT's and the portal.
- Manage the CIRT (Critical Incident Response Team) security process.

ITI CTS, Desktop Delivery, AD/Exchange

Type

- Provide support and management of the corporate e-mail system including Active Directory services and the Blackberry Enterprise E-mail Services.
- Manage the lifecycle, upgrades or major changes to the workstations including overall management of the image and login scripts. In addition, support the Citrix application.

ITI Telecom – Data, Voice, Radio, Firewall

Type

- Provide support and management of the data network that supports the general business office applications such as E-mail, as well as the voice network (including the phone switches and voice mail systems). This group is responsible for the design of the various networks, testing new technologies, implementing changes, resolving internal network problems and managing problems to resolution with the telecommunication providers.

ITI Business Management

Type

- Provide support for governance and compliance of the enterprise IT infrastructure organization, including financial management and reporting, contract management, and performance reporting.

IT Architecture & Policy (Governance)

Type

- To provide IT Architecture & Policy services for Spectra Energy. IT Policies, covering areas such as security, email management and software licensing are required in order to clearly articulate Spectra position and provide a benchmark for monitoring and measuring compliance. IT Architecture provides a technology roadmap for the company, helping to assure that technology choices (made on a project by project basis), are well aligned and cost effective. Specific deliverables include;
 - maintenance of IT Policies & Procedures (in conjunction with the respective IT area),
 - maintenance of the Standard Product List (including the active management of emerging and declining products),
 - co-ordination of security architecture and policies,
 - maintenance of the IT Portal presence (IT Home, IT Standards),

- provision of architectural consulting services to project teams and external providers, and
- provision of Gartner research services (Business and IT).

ITI Remedy Application Support (Help Desk)

Type

- Telecommunications services associated with connecting the Help Desk provider to the Spectra voice and data network as well as the support of the Help Desk problem tracking software application (Remedy).

Quantity

The total allocation to RECEIVER is summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas --- ITI 2012 O&M Budget Allocation Business Unit Cost Driver Analysis									
Line #	Activity	Cost Driver Volume---% of Budget to Business Unit							
		Cost Driver	BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	ITI Management		23.2%	72.1%	2.3%	2.3%		100.00%	27.88%
2	CTS/Web Wintel		25.7%	71.6%	1.2%	1.5%		100.00%	28.38%
3	Unix, Data Mgmt, Sys Mgmt, P&C		27.8%	71.7%		0.6%		100.00%	28.31%
4	Security - Control Systems		26.5%	29.2%	1.1%	8.0%	35.1%	100.00%	70.75%
5	Security - Admin		19.2%	41.5%	2.2%	2.2%	35.0%	100.00%	58.49%
6	Client Liason			100.0%				100.00%	
7	Telecom - Data, Voice, Radio, Firewall		21.4%	74.9%	1.5%	2.2%		100.00%	25.09%
8	Business Management		32.9%	62.8%	2.0%	2.3%		100.00%	37.21%
9	Help Desk		20.0%	46.0%	2.0%	3.0%	29.0%	100.00%	54.00%
10	IT Corporate						100.0%	100.00%	100.00%
11	IT Governance		17.0%	37.0%	2.0%	2.0%	42.0%	100.00%	63.00%

FACSYS Support

Type

- Provide support for inbound and outbound faxing including adding new users, outage communication, upgrades, etc.
- FACSYS Software Maintenance licencing

Quantity

- The amount of effort directed is based on time spent and equates to 48 hours plus fees for 6 licence agreements.

Database Support

Type

- Provide support for databases (SCCM, Citrix, Quest Storage), including installations, patching, security administration and backups.

Quantity

- The amount of effort directed is based on time spent and equates to 210 hours.

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas ---- ITI 2012 O&M Budget Allocation SLA Summary

		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		1,185,334	12,820,980	58,499	101,237	768,793	14,934,842	2,113,862
Overheads		998,518	2,560,344	47,991	85,947	671,421	4,364,220	1,803,876
Total		2,183,852	15,381,324	106,489	187,184	1,440,213	19,299,062	3,917,738
Monthly (12 months)		\$ 181,988	\$1,281,777	\$ 8,874	\$ 15,599	\$ 120,018	\$ 1,608,255	\$ 326,478
Summary By Service								
Check Sum		ok	ok	ok	ok	ok	ok	ok
ITI Management								
Direct Costs		54,094	167,898	5,409	5,409	-	232,811	64,913
Overheads		50,547	156,888	5,055	5,055	-	217,544	60,656
Total		104,641	324,786	10,464	10,464	-	450,355	125,569
Monthly (12 months)		\$ 8,720	\$ 27,065	\$ 872	\$ 872	\$ -	\$ 37,530	\$ 10,464
CTS/Web Wintel								
Direct Costs		220,943	615,466	9,961	12,924	-	859,294	243,828
Overheads		155,025	431,843	6,989	9,068	-	602,926	171,083
Total		375,968	1,047,309	16,951	21,992	-	1,462,220	414,911
Monthly (12 months)		\$ 31,331	\$ 87,276	\$ 1,413	\$ 1,833	\$ -	\$ 121,852	\$ 34,576
Unix, Data Mgmt, Sys Mgmt, P&C								
Direct Costs		301,702	779,283	-	6,001	-	1,086,986	307,703
Overheads		274,835	709,885	-	5,467	-	990,186	280,301
Total		576,537	1,489,168	-	11,468	-	2,077,172	588,005
Monthly (12 months)		\$ 48,045	\$ 124,097	\$ -	\$ 956	\$ -	\$ 173,098	\$ 49,000
Security - Control Systems								
Direct Costs		93,547	103,344	4,023	28,371	124,055	353,341	249,996
Overheads		90,917	100,439	3,910	27,574	120,567	343,407	242,968
Total		184,463	203,784	7,933	55,945	244,622	696,748	492,965
Monthly (12 months)		\$ 15,372	\$ 16,982	\$ 661	\$ 4,662	\$ 20,385	\$ 58,062	\$ 41,080
Security - Admin								
Direct Costs		81,146	175,698	9,173	9,173	148,110	423,300	247,602
Overheads		78,403	169,757	8,862	8,862	143,102	408,987	239,229
Total		159,549	345,456	18,035	18,035	291,212	832,286	486,831
Monthly (12 months)		\$ 13,296	\$ 28,788	\$ 1,503	\$ 1,503	\$ 24,268	\$ 69,357	\$ 40,569
Telecom - Data, Voice, Radio, Firewall								
Direct Costs		187,945	657,848	12,962	19,443	-	878,198	220,350
Overheads		150,484	526,726	10,378	15,567	-	703,156	176,430
Total		338,430	1,184,574	23,340	35,010	-	1,581,353	396,780
Monthly (12 months)		\$ 28,202	\$ 98,714	\$ 1,945	\$ 2,917	\$ -	\$ 131,779	\$ 33,065
Business Management								
Direct Costs		177,203	338,569	10,869	12,597	-	539,238	200,669
Overheads		159,727	305,177	9,797	11,354	-	486,055	180,878
Total		336,930	643,746	20,665	23,951	-	1,025,293	381,547
Monthly (12 months)		\$ 28,078	\$ 53,646	\$ 1,722	\$ 1,996	\$ -	\$ 85,441	\$ 31,796
Help Desk								
Direct Costs		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Overheads		-	-	-	-	-	-	-
Total		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Monthly (12 months)		\$ 2,028	\$ 4,665	\$ 203	\$ 304	\$ 2,941	\$ 10,142	\$ 5,477
IT Governance								
Direct Costs		31,175	67,852	3,668	3,668	77,021	183,383	115,531
Overheads		25,491	55,480	2,999	2,999	62,977	149,945	94,465
Total		56,666	123,331	6,667	6,667	139,998	333,328	209,996
Monthly (12 months)		\$ 4,722	\$ 10,278	\$ 556	\$ 556	\$ 11,666	\$ 27,777	\$ 17,500
HR Database Support								
Direct Costs		10,960	-	-	-	3,523	14,483	14,483
Overheads		10,898	-	-	-	3,503	14,401	14,401
Total		21,858	-	-	-	7,026	28,884	28,884
Monthly (12 months)		\$ 1,821	\$ -	\$ -	\$ -	\$ 586	\$ 2,407	\$ 2,407
FACSYS Support								
Direct Costs		2,277	-	-	-	-	2,277	2,277
Overheads		2,192	-	-	-	-	2,192	2,192
Total		4,469	-	-	-	-	4,469	4,469
Monthly (12 months)		\$ 372	\$ -	\$ -	\$ -	\$ -	\$ 372	\$ 372

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: ITI and IS Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Joan Hackett	Manager ITI Business Management	
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317408 - ITI Services

IO # 317202– IS Services

Receiver

Key Contact: Service

Duane Rae	VP Field Services	403-699-1551
Rob Whitwham	VP Pipelines	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

SAP SYSTEM SUPPORT SERVICES

PROVIDER shall provide SAP System Support Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

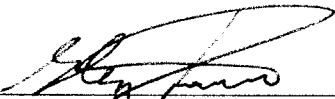
E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: 

Print Name: Glen Reaume

Title: Manager Business Applications Canada

Date: 06/01/2012


Per: _____

Print Name: Joe Martucci

Title: Vice President Finance

Date: _____

BC Pipeline and Field Services Divisions(Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Robert Whitwham

Title: Vice President Pipeline

Date: May 8/12

SA: Union to BCPL SAP System Support Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
**Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)**
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SAP System Support

Type

- Support and/or perform the maintenance, enhancement, upgrading and testing of the SAP system as requested / required.
- Support and/or perform the management of system access / security.
- Support and/or perform system reporting functions and ad hoc programming and report creation as requested/required.

Quantity

- 1.5 FTE of staff time is directed to affiliates. The allocation to affiliate business units is based on SAP module support. The total allocation to RECEIVER is summarized in Table 1.
-

Table 1 - Summary of Allocations

**Union Gas ---- Business Applications Canada Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit							
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS	Business Units Total	Total Affiliate
1	Business App	Time Spent/SAP Module	7.6%	90.6%	0.8%	0.95%	0.05%	100.00%	9.40%

Price

- The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- Business Applications Canada Services 2012 O&M Budget Allocation SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS	Business Units Total	Total Affiliate
Direct Costs		109,608	1,312,477	12,135	13,742	708	1,448,670	136,193
Overheads		99,421	627,810	11,007	12,465	642	751,345	123,535
Total		209,029	1,940,287	23,142	26,207	1,351	2,200,015	259,728
Monthly (12 months)		\$ 17,419	\$ 161,691	\$ 1,928	\$ 2,184	\$ 113	\$ 183,335	\$ 21,644

Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
**Westcoast Energy Inc., doing business as Duke Energy Gas Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)**
and
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Glen Reaume	Manager Business Applications Canada	519-358-4432
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 317410

Receiver:

Duane Rae	Vice President Field Services	403-699-1551
Robert Whitwham	Vice President Pipeline	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

This SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

TAX SERVICES

PROVIDER shall provide Tax Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The term of this SA shall be January 1, 2012 to December 31, 2012 unless terminated earlier in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

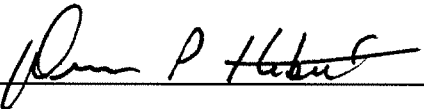
E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

Union Gas Limited (Provider)

Per: 

Print Name: Dennis Hebert

Title: GM US and Canadian Tax

Date: Jan 17, 2012

Per: _____

Print Name: _____

Title: _____

Date: _____

BC Pipeline and Field Services (Receiver)

Per: 

Print Name: Duane Rae

Title: Vice President Field Services

Date: May 7, 2012

Per: 

Print Name: Rob Whitwham

Title: Vice President Pipeline

Date: May 8 / 12

SA: Union to BCPL Tax Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Tax SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

Union Gas ---- Taxation Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit												Business Units Total	Total Affiliate
		BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730		
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.6%	2.0%	1.1%	10.9%	6.64%	100.00%	51.88%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,137	23,229	12,825	127,896	77,767	1,171,277	607,698
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,342	43,425	23,976	227,705	138,334	2,097,817	1,117,613
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,112	\$ 3,619	\$ 1,998	\$ 18,975	\$ 11,528	\$ 174,818	\$ 93,134

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
BC Pipeline & Field Services Divisions (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver

Key Contact: Service

Duane Rae	VP Field Services	403-699-1551
Rob Whitwham	VP Pipelines	403-699-1884

Key Contact: Accounting

Dayle Brooker	Accounting Specialist, Budgets	403-699-1678
Monica Parker	Sr. Accountant	403-699-1668

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services – Accts Payable
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	McMahon Cogeneration Plant

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Cogeneration Plant (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Finance Services - Accounts Payable

Updated for 2012 pricing

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas --- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit												Business Units Total	Total Affiliate
		Cost Driver	BCPFS BU 10734	UGL BU 10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEIBU 10730		
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./CtIs			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas --- Finance 2012 O&M Budget Allocation SLA Summary														
		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	66,720	373,914	3,187	4,667,375	1,048,903
Overheads		313,908	2,699,823	68,163	29,325	21,458	43,388	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,698	94,093	5,963	119,647	669,863	5,709	8,238,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 478	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Line #														
1	Pension Accounting													
	Direct Costs	107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
	Overheads	99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
	Total	207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
5	Accounts Payable													
	Direct Costs	270,598	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
	Overheads	214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
	Total	484,762	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 478	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Cogeneration Plant (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: FINANCE SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Doug Bloom	President SET West	403-699-1685
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Key Contact: Accounting

Connie Chilcott	Team Lead Finance & Admin	250-262-3647
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	McMahon Cogeneration Plant

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Cogeneration Plant (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated with 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the Receiver and its industry
- Represent the Receiver through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and five year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and five year tax forecast for budgeting process

Quantity

- The percentage of time and costs allocated is 0.5% of the total Tax Services budget.

Price

- Total Price is a fully allocated cost.

Direct Cost	Overheads	Total Price
\$5,361	\$4,661	\$10,022

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars* and sum to \$10,022 per annum. This will be billed at a rate of \$835 per month.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Cogeneration Plant (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Property Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert GM Canadian Taxes 519-436-4529

Dave Hockin Mgr Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519 436-4600 ext 2233

Revenue IO # 317409

Receiver

Doug Bloom President SET West 403-699-1685

Key Contact: Accounting

Connie Chilcott Team Lead Finance & Admin 250-262-3647

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	McMahon Power Holding (WEI)

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Power Holdings L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the Receiver and its industry
- Represent the Receiver through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and five year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Tax Services TotalQuantity

- The percentage of time and costs allocated is 0.2% of the total Tax Services budget.

Price

- Total Price is a fully allocated cost.

Direct Cost	Overheads	Total Price
\$1,776	\$1,544	\$3,321

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars* and sum to \$3,321 per annum. This will be charged at a rate of \$277 per month.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
McMahon Power Holdings L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 317409

Receiver:

Burton Cole	Director Accounting Corporate	713-627-4548
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Key Contact: Accounting

Mareeta Martin	Analyst. Accounting II	713-627-5453
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NOTE: Payment for this agreement will be through WEI.
250-262-3647

2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Financial Reporting

Type

- Prepare year-end financial statements for legal review and signature.
- Liaise with legal and tax experts.
- Prepare monthly, quarterly, and year-end financial statements, including the income statement, balance sheet and statement of changes in financial position, for RECEIVER review.
- Prepare variance analyses for income statement and balance sheet components, for Spectra corporate.
- Prepare monthly and year-end operating budget variance reports.
- Prepare year-end capital budget variance reports.
- Support preparation of regulatory filing information as required.

Financial Planning and Budgeting

Type

- Prepare financial forecasts reflecting company strategy including financial statements, budgets and cash flow projections.
- Prepare annual budgets and forecasts.
- Coordinate, prepare and present annual capital and operating budget information.

Accounting

Type

- Ensure that financial records, including internal transactions, conform to the appropriate accounting policy and that proper controls are maintained over the Company’s financial records.
- Ensure the stewardship of the Company’s financial and related statistical information.
- Track and manage outstanding receivables.
- Prepare and track payment of third party invoices from RECEIVER.

Banking/Treasury

Type

- Provide daily banking transactions, bank reconciliation, short-term cash management and longer term cash forecasts and financing requirements as required.

Credit and Risk Management

Type

- Provide credit management for wholesale customers, and risk management reporting as required by management.
- Review third party contracts for compliance with credit and risk management policies and standard practices.

Management Oversight

Type

- Provide management oversight of finance and accounting activities.

Quantity

- The amount of effort directed is based on an allocation of time spent. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit													
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEWC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads		313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting														
Direct Costs		107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads		99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total		207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
Plant/Aff/Proj/Ctls														
Direct Costs		-	1,363,152	70,993	31,173	23,058	40,351	-	-	-	-	-	1,528,727	165,575
Overheads		-	1,262,794	65,767	28,878	21,360	37,380	-	-	-	-	-	1,416,180	153,385
Total		-	2,625,946	136,760	60,052	44,418	77,731	-	-	-	-	-	2,944,907	318,961
Monthly (12 months)		\$ -	\$ 218,829	\$ 11,397	\$ 5,004	\$ 3,701	\$ 6,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,409	\$ 26,580
Accounts Payable														
Direct Costs		270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads		214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total		484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Jim Redford, Director, Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Legal Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (“Receiver”)
and
Union Gas Limited (“Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Legal Services

Updated for 2012 pricing

Type

- Provide legal guidance, advice, and strategic business direction on Federal, Provincial and Municipal Laws, Regulations, Codes and Practices.
- Negotiate, draft, review, interpret and provide strategic business direction on all purchase, sales and service contracts and other relationships affecting the company.
- Complete all real and personal property transactions, including but not limited to building and property leases, easements, mineral & storage rights, licenses, title, purchase & sale of land and assets.

Quantity

- The quantity of work will be based on the services requested by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Hourly rate is based on Union’s fully allocated cost.

FEES

The charges assessed for the services listed above will be based on hours worked and are noted in Canadian dollars. PROVIDER shall invoice RECEIVER for the Services on a monthly basis. Employee expenses and other expenses will be charged separately and will be based on the PROVIDER’s costs. Services will be charged at a rate of \$162 per hour.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Joe Marra Asst. General Counsel, Director Legal Affairs 519-436-4656

Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

I/O # 317224

Receiver:

Key Contact: Service

Jim Redford Director, Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw Finance Analyst II 519-436-4600 ext. 2125

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Strategic Planning and Financial Analysis
Initial Term	Jan 1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada LP

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Financial Analysis & Capital Approval Services

Updated for 2012 pricing

Financial Analysis

Type

- Provide economic runs for capital projects
- Provide support for facility applications
- Provide strategic planning and analysis of projects including economic review and analysis

Capital Approval

Type

- Assist with business case and presentation.
- Provide risk sensitivities
- Provide input in Risk Tracker process

Services Total

Quantity

- Time is charged on an hourly basis as incurred.

Price

- Total Price is a fully allocated cost of \$127.00 per hour

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars*. The charge to Receiver shall be the hourly rate times the number of hours. Expenses incurred will be billed in addition to this charge.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Financial Analysis & Capital Approval Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Darrin Canniff	Director Strategic Development	519-436-5494
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 241565

Receiver

Jim Redford	Director Marketing & Storage Development	519- 436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519 436-4600 ext 2125
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	
Initial Term	January 1, 2011 to December 31, 2011
SA Term:	No later than December 31, 2015
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Union Gas Limited (the “Provider”)
and
Market Hub Partners Canada Limited Partnership (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Updated for 2012 pricing

Business Development

Project Direction and Management

Type

- Provide strategic planning, consulting and management services in support of the business objectives and operations of the RECEIVER. This will include identifying strategic business opportunities and assistance with implementation of same.
- Provide project management for the research, analysis and development of the RECEIVER’s storage pools.
- Manage filings and relationship with regulatory authorities, including the Ontario Energy Board and the Ministry of Natural Resources.
- Arrange for and oversee the operation and maintenance of the RECEIVER’s assets.

Quantity

- The Business Development group dedicates time to the RECEIVER’s activities as noted in the table

Price

- Total Price is a fully allocated cost

	MHPC	MHPM	SCPP	Total
S&W	\$ 160,477	\$ 29,011	\$ 24,778	\$ 214,266
Overhead	\$ 159,578	\$ 28,849	\$ 24,639	\$ 213,066
Sub Total	\$ 320,055	\$ 57,860	\$ 49,417	\$ 427,332
Other Expenses	\$ 12,876	\$ 2,220	\$ 1,776	\$ 16,873
Total	\$ 332,931	\$ 60,080	\$ 51,193	\$ 444,204
Allocation	28.3%	5.1%	4.3%	
Monthly	\$ 27,744	\$ 5,007	\$ 4,266	\$ 37,017

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars*, and will be charged at the monthly rate shown in the table above.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And

Market Hub Partners Canada Limited Partnership (the “Receiver”)

SA: Business Development

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

Receiver

Key Contact: Service

Jim Redford Director Business Development 519-436-4577

Key Contact: Accounting

Carly Fitzgerald Finance Analyst II 519-436-4600 ext. 2125

IO #241570

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Control and Capacity Planning Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Gas Control and Capacity Planning Services

Updated for 2012 pricing

Gas Control and Capacity Planning

Type

Gas Controller Services

- Monitor and control gas and pipeline equipment via SCADA
- Operate pipeline to meet daily nomination requirements
- Communicate with field personnel and interconnecting operators
- Emergency response

Type

Gas Control Technical Support Services

- Support internal and external users of SCADA/EFM
- Support and maintain all hardware and software integral to Gas Control
- Emergency response

Type

Gas Control & Capacity Planning Coordination Services

- Daily (during regular business hours and on-call services on a per request basis)
 - Respond to any after hour requests for gas controller support
 - Publish and distribute documentation and provide support for any construction outages or equipment testing required by any of our field personnel
 - Provide coordination support for any outages with interconnecting operators and pipelines
 - Provide training for Gas Control Operations for any new developments on the pipeline system that may impact operations
 - Ensure emergency procedure updates are filed in the Gas Control Room and training is conducted in a timely manner as specified in the procedures
- Weekly
 - Monitor weekly operations
 - Review inventory levels in pools affected by St. Clair operations
 - Direct operational changes required to maintain capabilities based on Firm parameters.

- Update MHP personnel regarding availability of forecasted interruptible capability
- Seasonal
 - Review forecasted operations
 - Identify forecasted availability of interruptible activity
 - Coordinate – outage and maintenance activity affecting pool operations

Type

Volume Planning Services

- Daily (365 days per year for each of the NAESB nomination cycles).
 - Review system setup and ability to meet scheduled volumes for NAESB nomination cycles.
 - Initiate interruption procedure and issue interruption faxes to customers if required
 - Provide measurement and imbalance reports as per operating agreements, if required.
 - Assist in scheduling imbalance paybacks with interconnecting operators and pipelines
 - Review hourly rates vs. intra-day nominations and inform controllers of any rate changes required
 - Respond to any after hour requests for gas controller support

Quantity

- The level of effort is based on estimate of time spent, which equates to 390 hours on an annual basis

Price

- Total Price is Union's fully allocated cost and will be charged as shown in the schedule below

**Union Gas --- Capacity Planning and Gas Control
2012 O&M Budget Allocation
SLA Summary**

		UGL BU10733	MHP BU 11768	SCPLP BU 11763	SALP BU 11827	Business Units Total	Total Affiliate
Direct Costs		2,233,018	20,438	22,693	20,565	2,296,714	63,696
Overheads		1,613,257	20,323	22,566	20,450	1,676,595	63,338
Total		3,846,275	40,760	45,259	41,015	3,973,309	127,034
Monthly (12 months)		\$ 320,523	\$ 3,397	\$ 3,772	\$ 3,418	\$ 331,109	\$ 10,586
Summary By Service							
Check Sum		ok	ok	ok	ok	ok	ok
Line #							
1	Capacity Planning						
Direct Costs		791,384	9,926	9,926	9,926	821,162	29,778
Overheads		715,645	9,870	9,870	9,870	745,256	29,611
Total		1,507,028	19,796	19,796	19,796	1,566,418	59,389
Monthly (12 months)		\$ 125,586	\$ 1,650	\$ 1,650	\$ 1,650	\$ 130,535	\$ 4,949
2	Gas Control						
Direct Costs		1,441,634	10,512	12,767	10,639	1,475,552	33,918
Overheads		897,612	10,453	12,695	10,579	931,339	33,727
Total		2,339,246	20,964	25,462	21,219	2,406,891	67,645
Monthly (12 months)		\$ 194,937	\$ 1,747	\$ 2,122	\$ 1,768	\$ 200,574	\$ 5,637

**Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)**

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Lesley Reitsma	Manager Gas Control	519-436-4600 ext. 2869
Carrie Cook	Manager Capacity Planning	519-436-4600 ext. 2232
	Manager Affiliate Acctg and Reporting	

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 342241

Receiver:

Key Contact:

Jim Redford	519-436-4577
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Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Engineering and Construction
Initial Term	January 1, 2008 to December 31, 2008
SA Term:	No later than December 31, 2012
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada LP

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Revised Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada L.P. (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SA: Engineering & Construction – Major Projects

Updated for 2012 pricing

SERVICES DESCRIPTION (Type and Quantity)

Type

- To provide project planning services to support RECEIVER’s business development activities.
 - Cost Estimating
 - Preliminary Engineering Design and Environmental Planning
 - Project Management
- To provide technical support services for the execution of RECEIVER’s storage development projects in accordance with Spectra Energy policy, as may be amended from time to time. These services may include:
 - Project Management
 - Project Engineering and Design
 - Environmental Planning
 - Socio-economic Impact Statements
 - Cost Estimating and Reporting
 - Land Acquisition and Regulatory Approval Support
 - Controls Design and Commissioning
 - Construction Planning and Management

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER.
- The amount of effort directed is based on time spent on the capital construction and maintenance work undertaken on behalf of RECEIVER.
- The services will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Hourly rates are based on market pricing and Union’s fully allocated cost.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on the PROVIDER's costs. Hourly rates for future years will be updated annually in accordance with the terms of this agreement. The value of this agreement is not expected to exceed \$150,000.

The hourly rates are as follows:

Position	Hourly Rate
Technical Advisor	\$155.08
Project Management	\$135.70
Cost Analysis	\$104.19
Environmental Planning	\$93.87
Mechanical/Electrical Design	\$107.84
Administrative Support	\$56.57

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Management Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: GAS MANAGEMENT SERVICES

Type

Will provide the following services daily (365 days per year for each of the 4 NAESB nomination cycles):

- Accept nominations from shippers
- Validate nominated quantities to ensure activity is balanced and within contractual entitlements
- Confirm shipper nominated quantities with interconnecting pipeline operators
- Schedule the physical flow of gas in conjunction with Capacity Planning
- Schedule shipper quantities on the pipeline and with interconnecting operators
- Respond to shipper, interconnecting operator and internal inquiries
- Data management of daily scheduled and physical activity

Will provide the following services monthly:

- Prepare accurate and timely reporting of scheduled shipper activity for invoicing and financial reporting
- Reconcile month end physical storage pool inventory, customer and Receiver storage system inventory balances.
- Report daily scheduled and physical quantities

Will provide the following services daily (365 days per year for each of the 4 NAESB nomination cycles and 4 STS nomination cycles) as nominating agent for RECEIVER:

- Nominate to PROVIDER for contracted services (M16 Transportation contract) to facilitate the requested injections and withdrawals into the RECEIVER’s facilities.
- Nominate activity for contracted services (HUB445 and HUB445E1 accounts) as per the guidance provided by RECEIVER.

Quantity

- The level of effort is based on an estimate of time spent to manage daily/monthly operations. This equates to 488 hours on an annual basis.

Price

- Total price is based on provider's fully allocated costs and will be charged as shown in the schedule below. Employee expenses and other purchases will be charged separately and will be based on provider's costs.

**Union Gas --- Gas Management Services
2012 O&M Budget Allocation
SLA Summary**

		UGL BU10733	MHP BU 11768	SCPLP BU 11763	SALP BU 11827	Business Units Total	Total Affiliate
Direct Costs		1,923,317	22,485	23,775	22,485	1,992,062	68,745
Overheads		1,821,596	22,359	23,642	22,359	1,889,955	68,359
Total		3,744,913	44,844	47,417	44,844	3,882,017	137,104
Monthly (12 months)		\$ 312,076	\$ 3,737	\$ 3,951	\$ 3,737	\$ 323,501	\$ 11,425

**Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)**

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Wayne Andrews	Manager GMS	519-436-5360
Brad Blanchard	Team Lead GMS	519-436-4662
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 241543

Receiver:

Key Contact: Service

Jim Redford	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2034
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Underground Storage Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Underground Storage Services

Updated for 2012 Pricing

Storage Development

Type

- Identify and evaluate storage prospects and opportunities.
- Conduct technical evaluations of storage business opportunities and estimated development and operations costs and risks.
- Recommend storage development plans, facility requirements and development schedule.
- Support initiatives to improve operating efficiency, lower costs and increase competitiveness of storage.
- Prepare written regulatory evidence and provide expert testimony for storage related projects and rate cases.
- Provide representation on technical committees and industry associations related to storage codes and standards.
- Provide miscellaneous administrative support.

Storage Planning

Type

- Evaluate, plan and design storage reservoirs, including wells, piping, compression and related gas processing equipment necessary to meet short-term and long-term demands
- Assess operations and operating costs.
- Predict reservoir performance and recommend service designs, facilities additions, replacements or upgrades.
- Assess system capability to meet storage demands for both in-franchise and ex-franchise customers.
- Determine optimum capital expenditure forecast to meet future customer demands.
- Ensure reservoir integrity is maintained and manage Reservoir Monitoring Programs.
- Model injection and withdrawal operations using computerized network analysis to ensure efficient use of storage pools and horsepower.
- Determine minimum and maximum inventory levels required to meet design day storage demands.

- Respond to operating requests to determine the impact of various operating modes.
- Provide miscellaneous administrative support.

Geology/Drilling Engineering

Type

- Provide geological, reservoir engineering and petro-physical services.
- Provide geological mapping and GIS CAD services.
- Coordinate and manage seismic acquisition, processing and interpretation of storage reservoirs and potential prospects.
- Engineering design, preparation of bid documents, review of tenders, well site engineering, site restoration plans and geological services for well drilling operations, upgrades, workovers, stimulation and abandonment programs.
- Review of vendor/contractor job specific procedures.
- Verify reservoir inventory balances and identify deviations from predicted trends and recommend periodic inventory adjustments.
- Conduct well testing and deliverability performance evaluations.
- Provide technical review of applicable operation and maintenance procedures.
- Risk assessment procedure development and initiation of assessment of risks when conditions change.
- Monitoring changes to applicable acts, regulations and codes, including CAN/CSA Z341 and the *Oil, Gas and Salt Resources Act* and its regulations and Provincial Operating Standards.
- Support development and maintenance of the Integrity Management Program.
- Prepare, process and file reports with the MNR, OEB and other regulatory agencies as required.
- Database management of well files and information.
- Maintain records in accordance with requirements of applicable acts, regulations, statutes and codes, and for a minimum period of three (3) years.
- Provide miscellaneous administrative support.

Underground Storage Total

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on RECEIVER activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.

Price

- Hourly rates are based on market rates and fully allocated costs.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on the Provider's costs. The value of this agreement is not expected to exceed \$150,000.

The hourly rates are as follows:

Position	2012 Hourly Rate
Manager	\$167.89
Engineer/Sr. Geologist/Geologist	\$125.00
Engineer in Training	\$94.16
Administrative Support	\$56.57
Use of company vehicle and mobile work equipment	\$8.66

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Bill Fay Manager, Underground Storage 519-436-5260

Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600; ext. 2233

IO # 342240

Receiver

Key Contact: Service

Jim Redford Director Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw Finance Analyst II 519-436-4600; ext. 2125

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Lands Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Canada L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Regulatory Projects – Lands

Updated for 2012 pricing

Lands

Type

- Provide for the effective management of relationships with all landowners affected by RECEIVER’s storage development activities.
- Submit applications for permits, right of ways and the like and register land documents.
- Manage the RECEIVER’s land leases.
- Assist with any lands acquisition required to support RECEIVER’s storage development activities.

Quantity

- The quantity of work will be based on the services requested, in writing, by the RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on RECEIVER’s activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.

Price

- Hourly rates are based on Union’s fully allocated cost.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on the Provider’s costs. The labour component of this agreement is not expected to exceed \$150,000.

The hourly rates are as follows:

	2012
Position	Hourly Rate
Manager	\$140.33
Senior Agent	\$112.85
Lands Agent	\$97.14
Lands Analyst	\$69.86

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Canada Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Brigitte Jones	Manager Lands Services	519-436-4600 ext. 2737
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 241564

Receiver:

Key Contact: Service

Jim Redford Director, Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2011 SA pricing

Notice Date:	January 1, 2011
Effective Date	January 1, 2011
Service Agreement (SA):	Taxation Services
Initial Term	Oct1, 2008 to Dec 31, 2008
SA Term:	No later than Dec 31, 2012
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2011. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2011 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

Union Gas ---- Taxation Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

Cost Driver Volume--% of Budget to Business Unit															
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM Canadian Taxes	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver:

Jim Redford Director Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Mark Groendyk	Finance Analyst II	519 436-4600 ext 2034
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2011. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Financial Reporting

Type

- Prepare year-end financial statements for legal review and signature.
- Liaise with legal and tax experts.
- Prepare monthly, quarterly, and year-end financial statements, including the income statement, balance sheet and statement of changes in financial position, for RECEIVER review.
- Prepare variance analyses for income statement and balance sheet components, for Spectra corporate.
- Prepare monthly and year-end operating budget variance reports.
- Prepare year-end capital budget variance reports.
- Support preparation of regulatory filing information as required.

Financial Planning and Budgeting

Type

- Prepare financial forecasts reflecting company strategy including financial statements, budgets and cash flow projections.
- Prepare annual budgets and forecasts.
- Coordinate, prepare and present annual capital and operating budget information.

Accounting

Type

- Ensure that financial records, including internal transactions, conform to the appropriate accounting policy and that proper controls are maintained over the Company’s financial records.
- Ensure the stewardship of the Company’s financial and related statistical information.
- Track and manage outstanding receivables.
- Prepare and track payment of third party invoices from RECEIVER.

Banking/Treasury

Type

- Provide daily banking transactions, bank reconciliation, short-term cash management and longer term cash forecasts and financing requirements as required.

Credit and Risk Management

Type

- Provide credit management for wholesale customers, and risk management reporting as required by management.
- Review third party contracts for compliance with credit and risk management policies and standard practices.

Management Oversight

Type

- Provide management oversight of finance and accounting activities.

Quantity

- The amount of effort directed is based on an allocation of time spent. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit													Total Affiliate
		Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads		313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting														
Direct Costs		107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads		99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total		207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
Plant/Aff/Proj/Ctls														
Direct Costs		-	1,363,152	70,993	31,173	23,058	40,351	-	-	-	-	-	1,528,727	165,575
Overheads		-	1,262,794	65,767	28,878	21,360	37,380	-	-	-	-	-	1,416,180	153,385
Total		-	2,625,946	136,760	60,052	44,418	77,731	-	-	-	-	-	2,944,907	318,961
Monthly (12 months)		\$ -	\$ 218,829	\$ 11,397	\$ 5,004	\$ 3,701	\$ 6,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,409	\$ 26,580
Accounts Payable														
Direct Costs		270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads		214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total		484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Jim Redford, Director, Marketing & Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Legal Services
Initial Term	January 1, 2008 to December 31, 2008
SA Term:	No later than December 31, 2012
 Provider:	 Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. Attached to this notice is a copy of the cost allocation model which details the calculations for the services. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Legal Services

Updated for 2012 pricing.

Type

- Provide legal guidance, advice, and strategic business direction on Federal, Provincial and Municipal Laws, Regulations, Codes and Practices.
- Negotiate, draft, review, interpret and provide strategic business direction on all purchase, sales and service contracts and other relationships.
- Complete all real and personal property transactions, including but not limited to building and property leases, easements, mineral & storage rights, licenses, title, purchase & sale of land and assets.
- Other work as requested

Quantity

- The quantity of work will be based on the services requested by Receiver and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Hourly rate is based on a fully allocated cost.

2012 Hourly rate	\$ 162
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FEES

The charges assessed for the services listed above will be based on hours worked and are noted in Canadian dollars. PROVIDER shall invoice RECEIVER for the Services on a monthly basis. Employee expenses and other expenses will be charged separately and will be based on the Provider’s costs.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Joseph Marra, Asst. General Counsel, Director Legal Affairs 519-436-4656

Dave Hockin, Mgr. Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen, Senior Finance Analyst 519-436-4600 ext. 2233

IO # 317224

Receiver:

Key Contact: Service

Jim Redford, Director, Marketing and Storage Development 519-436-4577

Key Contact: Accounting

Carly Shaw, Finance Analyst II 519-436-4600 ext. 2125

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	
Initial Term	January 1, 2011 to December 31, 2011
SA Term:	No later than December 31, 2015
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Union Gas Limited (the “Provider”)
and
Market Hub Partners Management Inc. (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Updated for 2012 pricing

Business Development

Project Direction and Management

Type

- Provide strategic planning, consulting and management services in support of the business objectives and operations of the RECEIVER. This will include identifying strategic business opportunities and assistance with implementation of same.
- Provide project management for the research, analysis and development of the RECEIVER’s storage pools.
- Manage filings and relationship with regulatory authorities, including the Ontario Energy Board and the Ministry of Natural Resources.
- Arrange for and oversee the operation and maintenance of the RECEIVER’s assets.

Quantity

- The Business Development group dedicates time to the RECEIVER’s activities as noted in the table.

Price

- Total Price is a fully allocated cost

	MHPC	MHPM	SCPP	Total
S&W	\$ 160,477	\$ 29,011	\$ 24,778	\$ 214,266
Overhead	\$ 159,578	\$ 28,849	\$ 24,639	\$ 213,066
Sub Total	\$ 320,055	\$ 57,860	\$ 49,417	\$ 427,332
Other Expenses	\$ 12,876	\$ 2,220	\$ 1,776	\$ 16,873
Total	\$ 332,931	\$ 60,080	\$ 51,193	\$ 444,204
Allocation	28.3%	5.1%	4.3%	
Monthly	\$ 27,744	\$ 5,007	\$ 4,266	\$ 37,017

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars*, and will be charged at the monthly rate shown in the table above.

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Engineering and Construction
Initial Term	January 1, 2008 to December 31, 2008
SA Term:	No later than December 31, 2012
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated October 1, 2008
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Engineering & Construction – Major Projects

Updated for 2012 pricing

SERVICES DESCRIPTION (Type and Quantity)

Type

- To provide project planning services to support project development activities.
 - Cost Estimating
 - Project Management
- To provide technical support services for the execution of storage development projects in accordance with Spectra Energy Transmission policy, as may be amended from time to time. These services may include:
 - Project Management
 - Cost Estimating and Reporting

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER.
- The amount of effort directed is based on time spent on the capital construction and maintenance work undertaken on behalf of RECEIVER.
- The services will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Hourly rates quoted are based on market rates and PROVIDER's fully allocated cost.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on PROVIDER's costs. Hourly rates for future years will be updated annually in accordance with the terms of this agreement.

The hourly rates are as follows:

Position	Hourly Rate
Technical Advisor	\$155.08
Project Management	\$135.70
Cost Analysis	\$104.19
Environmental Planning	\$93.87
Mechanical/Electrical Design	\$107.84
Administrative Support	\$56.57

Schedule B to
SERVICE ASSIGNMENT (“SA”) dated October 1, 2008
Between
Market Hub Partners Management Inc. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Rietdyk, VP ECS Eng Const STO 519-436-4691

Dave Hockin, Mgr, Aff. Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen, Senior Finance Analyst 519-436-4600 ext 2233

IO # 342242

Receiver:

Key Contact: Service

Jim Redford, Vice President 519-436-4577

Key Contact: Accounting

Carly Shaw, Finance Analyst II 519-436-4600 ext 2125

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Supply Services
Initial Term	June 1, 2010 to December 31, 2010
SA Term:	No later than December 31, 2014
Provider:	Union Gas Limited
Receiver:	Market Hub Partners Management Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
**SERVICE ASSIGNMENT (“SA”) Between
Market Hub Partners Management Inc. (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)**

SERVICES DESCRIPTION (Type and Quantity)

SA: GAS SUPPLY SERVICES

Updated for 2012 Pricing

Type

- To provide gas supply services for the operation of the Sarnia Airport Pool storage assets in accordance with Spectra Energy policy, as may be amended from time to time, and the requirements of RECEIVER. These services may include:
 - Soliciting market intelligence with respect to pricing
 - Interacting with RECEIVER to understand gas supply requirements and develop purchasing strategy and plan
 - Ensuring valid NAESB contracts with specific suppliers
 - Preparing/Sending Request for Proposals and managing RFP process
 - Evaluating offers and awarding the purchase to successful supplier
 - Receiving and validating confirmation from successful supplier
 - Tracking purchases
 - Communicating details of purchase to RECEIVER
 - Forwarding invoices (as required) to RECEIVER

Quantity

- The level of effort is based on an estimate of time spent on gas purchases and equates to 10 hours in 2012.

Price

- Total price is based on PROVIDER’s fully allocated costs and will be charged as one annual payment of \$1,133. Employee expenses and other purchases will be charged separately and will be based on PROVIDER’s costs.

**Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Market Hub Partners Management Inc. (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)**

SA: Gas Supply Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the parties. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Mary Evers	Manager, Gas Supply	519-436-5475
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext. 2233
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IO # 342120

Receiver

Key Contact: Service

Jim Redford		519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Government Relations Services
Initial Term	January 1, 2011 to December 31, 2011
SA Term:	No later than December 31, 2015
Provider:	Union Gas Limited
Receiver:	Maritimes and Northeast Pipeline Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And

Maritimes and Northeast Pipeline Limited Partnership (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: GOVERNMENT RELATIONS SERVICES

Updated for 2012 pricing

Type

- Intelligence and advice on federal government activities related to Spectra Energy operations
- Representation of Spectra Energy and Canadian business units to the federal government
- Coordination with Spectra Energy government relations practitioners on matters related to public affairs and branding with government audiences

Quantity

- The amount of effort is based on a forecast of time spent on behalf of each business unit as shown in Table 1 below.
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Table 1 Summary of Allocations

**Union Gas ---- Government Relations
2011 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit						
		Cost Driver	BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
1	Government Relations	Assignment % of Time	35.0%	20.0%	15.0%	30.00%	100.00%	80.00%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas --- Government Relations 2012 O&M Budget Allocation SLA Summary							
		BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
Direct Costs		216,469	123,697	92,772	185,545	618,483	494,787
Overheads		71,374	40,785	30,589	61,178	203,925	163,140
Total		287,843	164,482	123,361	246,722	822,408	657,927
Monthly (12 months)		\$ 23,987	\$ 13,707	\$ 10,280	\$ 20,560	\$ 68,534	\$ 54,827

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Maritimes and Northeast Pipeline Limited Partnership (the “Receiver”)

SA: Government Relations Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Tim Kennedy	VP Federal Govt Affairs	519-436-4596
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Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 241567

Receiver

Key Contact: Service

Key Contact: Accounting

Jason Smith	Manager Financial Planning	902-425-0106
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2012 SA pricing

Notice Date: March 31, 2012
Effective Date: January 1, 2012
Service Agreement (SA):
 Initial Term: Jan 1, 2009 to Dec 31, 2009
 SA Term: No later than Dec 31, 2013
 Provider: **Union Gas Limited**
 Receiver: **Westcoast Energy Inc., doing business as Spectra
Energy Transmission National Claims Services Division**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
National Claims Services Division (the “Receiver”)
And
Union Gas Limited (“Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: INSURANCE SERVICES

Updated for 2012 pricing

Claims Management

Type

- Provide claims management services by establishing reserves on all claims filed, issuing claims payments and maintaining a data base to record all claims activity.
- Provide general oversight of and report quarterly on the claims trust account activity.
- Provide general administrative support and reporting on claims activity as required.

Quantity

- The quantity of work will be based on the actual time spent performing the claims management services.

Price

- Hourly rate is a fully allocated cost based on the average hourly rate for the claims department

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on the Provider’s costs. Services will be charged at a rate of ***\$113.00*** per hour. The value of this agreement is not expected to exceed \$10,000.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
National Claims Services Division (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Brian DeRooy	Director Insurance Claims	519-436-4584
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 317243

Receiver:

Key Contact: Service

Brian DeRooy	Director Insurance Claims	519-436-4584
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Key Contact: Accounting

Mareeta Martin	Analyst Accounting II	713-627-5453
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2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Control and Capacity Planning Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

APPENDIX “B” - 2
SCHEDULE A
SERVICES DESCRIPTION, QUANTITY AND CHARGES

Updated for 2012 pricing

Type and Quantity

Type

Gas Controller Services

- Monitor and control gas and pipeline equipment via SCADA
- Operate pipeline to meet daily nomination requirements to minimize any balancing fees payable by SASPLP
- Communicate with field personnel and interconnecting operators
- Emergency response

Gas Control Technical Support Services

- Support internal and external users of SCADA
- Support and maintain all hardware and software integral to Gas Control
- Emergency response

Gas Control & Capacity Planning Coordination Services

- Daily
 - Respond to any after hour requests for gas controller support
 - Publish and distribute documentation and provide support for any construction outages or equipment testing required by any field personnel
 - Provide coordination support for any outages with interconnecting operators and pipelines
 - Ensure emergency procedure updates are filed in the Gas Control Room and training is conducted in a timely manner as specified in the procedures
- Weekly
 - Monitor weekly operations
 - Review inventory levels in pool during operations
 - Direct operational changes required to maintain capabilities in accordance with the Storage Service Agreement between Union and SASPLP, dated March 31, 2009
 - Update SASPLP regarding availability of forecasted interruptible capability

- Seasonal
 - Review forecasted operations
 - Identify forecasted availability of interruptible activity
 - Coordinate outage and maintenance activity affecting pool operations

Volume Planning Services

- Daily (365 days per year for each of the NAESB nomination cycles).
 - Review system setup and ability to meet scheduled volumes for NAESB nomination cycles
 - Review flow hourly rates vs. intra-day nominations and inform controllers of any rate changes required
 - Communicate with Gas Management Services to minimize any balancing fees to SASPLP
 - Assist in scheduling volumes associated with the management of SASPLP's balancing accounts with interconnecting operators and pipelines
 - Provide measurement and imbalance reports as per operating agreements, if required.
 - Initiate interruption procedure and issue interruption faxes to customers if required
 - Respond to any after hour requests for gas controller support

Quantity

- The level of effort is based on an estimate of time spent, which equates to 390 hours for the period January 1, 2012 to December 31, 2012.

Price

- Total price is based on fully allocated costs.

Direct Cost	Overheads	Total Price
\$20,565	\$20,450	\$41,015

FEES

The Charges assessed for the services listed in Schedule A of this SA are noted in Canadian dollars and sum to \$41,015. Fees for service will be invoiced and charged at a rate of \$3,418 per month. Employee expenses and other purchases will be charged separately and will be based on Union's costs.

APPENDIX “B” - 2
SCHEDULE B
CONTACT AND ACCOUNTING INFORMATION

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Union:

Key Contact: Service

Lesley Reitsma	Manager Gas Control	519-436-4600 ext. 2869
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Carrie Cook	Manager Capacity Planning	519-436-4600 ext. 2232
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	Manager Affiliate Acctg and Reporting	
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 342241

SASPLP:

Key Contact: Service

Jim Redford	President	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Underground Storage Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Appendix "B" – 4 Schedule A identifies the hourly rates for 2012.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

APPENDIX “B” - 4
SCHEDULE A
SERVICES DESCRIPTION, QUANTITY AND CHARGES

Type and Quantity

Updated for 2012 pricing

Storage Development

Type

- Technical evaluation of storage prospects and opportunities.
- Estimate development and operations costs and risks.
- Recommend storage development plans, facility requirements and development schedule.
- Support initiatives to improve operating efficiency and lower costs.
- Prepare written regulatory evidence and provide expert testimony, if required.
- Provide representation on technical committees and industry associations related to storage codes and standards, as appropriate.
- Provide miscellaneous administrative support.

Storage Planning

Type

- Evaluate, plan and design storage reservoirs, including wells, piping, compression and related gas processing equipment necessary to meet short-term and long-term demands.
- Assess operations and operating costs and determine optimum capital expenditures.
- Predict reservoir performance and recommend service designs, facility additions, replacements or upgrades.
- Assess system capability to meet storage demands.
- Ensure reservoir integrity is maintained and manage Reservoir Monitoring Programs.
- Model injection and withdrawal operations using computerized network analysis to ensure efficient design of storage pools and, as applicable, horsepower.
- Based on field deliverability testing results, determine Pool Performance in accordance with the Storage Service Agreement between Union and SASPLP, dated March 31, 2009.
- Determine minimum inventory requirements.
- Determine total available working capacity of the Sarnia Airport Pool utilizing standard stabilized reservoir pressures collected during the injection and withdrawal stabilization periods and utilizing standard practices consistent with the Canadian Oil and Gas Evaluation Handbook procedures.
- Respond to operating requests to determine the impact of various operating modes.
- Provide miscellaneous administrative support.

Geology/Drilling Engineering

Type

- Provide geological, reservoir engineering and petro-physical services.
- Provide geological mapping and GIS CAD services.
- Coordinate and manage seismic acquisition, processing and interpretation of storage reservoirs.
- Engineering design, contractor preparation and management, well site engineering, site restoration plans and geological services for well drilling operations, upgrades, workovers, stimulations and abandonment programs.
- Review of vendor/contractor job specific procedures.
- Verify reservoir inventory balances and identify deviations from predicted trends and recommend periodic inventory adjustments.
- Conduct well testing and deliverability performance evaluations in accordance with the Storage Service Agreement between Union and SASPLP, dated March 31, 2009.
- Provide technical review of applicable operation and maintenance procedures.
- Develop risk assessment procedures and initiate assessment of risks when conditions change.
- Monitor changes to applicable acts, regulations and codes, including CAN/CSA Z341 and the *Oil, Gas and Salt Resources Act* and its regulations and Provincial Operating Standards.
- Support the development and maintenance of the Integrity Management Program.
- Prepare, process and file reports with the MNR, OEB and other regulatory agencies as required.
- Database management of well files and information.
- Maintain records in accordance with requirements of applicable acts, regulations, statutes and codes, and for a minimum period of three (3) years.
- Provide miscellaneous administrative support.

Quantity

- The quantity of work will be based on the services requested, in writing, by SASPLP and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on SASPLP's activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.

Price

- Hourly rates quoted are based on market rates and Union's fully allocated cost.

FEES

The charges assessed for the services listed herein will be based on the actual number of hours worked, payable in Canadian dollars. Fees for service will be invoiced and charged on a monthly basis. Employee expenses, third party contracting, other purchases and materials issued will be charged separately and will be based on Union's costs.

The hourly rates are as follows:

Position	2012 Hourly Rate
Manager	\$167.89
Engineer/Sr. Geologist/Geologist	\$125.00
Engineer in Training	\$94.16
Administrative Support	\$56.57
Use of company vehicle and mobile work equipment	\$8.66

APPENDIX “B” - 4
SCHEDULE B
CONTACT AND ACCOUNTING INFORMATION

Inter-company Administrative Requirements

This information is used for the purpose of managing the SA administration and accounting transactions between the parties. Account numbers and key contacts will be periodically updated by the administrative groups and formal notice of such under this SA is not required.

Union:

Key Contact: Service

William C. Fay	Manager Underground Storage	519-436-5260
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 342240

SASPLP:

Key Contact: Service

Jim Redford	President	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600; ext. 2125
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Lands Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A attached identifies the hourly rates for 2012.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated March 25, 2009
Between
Sarnia Airport Storage Pool Limited Partnership (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Regulatory Projects – Lands

Updated for 2012 pricing

Lands

Type

- Provide for the effective management of relationships with all landowners affected by RECEIVER’s operation and maintenance activities.
- Submit applications for permits, right of ways and other similar agreements and register land documents.
- Manage RECEIVER’s land leases and property interests and maintain records of ownership positions.
- Assist with any lands acquisition required to support RECEIVER’s activities.

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on RECEIVER’s activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.

Price

- Hourly rates quoted are based on PROVIDER’s fully allocated cost.

FEES

The charges assessed for the services listed herein will be based on the actual number of hours worked, payable in Canadian dollars. Fees for service will be invoiced and charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on PROVIDER's costs.

The hourly rates are as follows:

Position	2012 Hourly Rate
Manager	\$140.33
Senior Agent	\$112.85
Lands Agent	\$97.14
Lands Analyst	\$69.86

Schedule B to
SERVICE ASSIGNMENT (“SA”) dated March 25, 2009
Between
Sarnia Airport Storage Pool Limited Partnership (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)

Inter-company Administrative Requirements

This information is used for the purpose of managing the SA administration and accounting transactions between the parties. Account numbers and key contacts will be periodically updated by the administrative groups and formal notice of such under this SA is not required.

PROVIDER:

Key Contact: Service

Brigitte Jones Manager Lands Services 519-436-4600 ext. 2737

Dave Hockin Manager Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

I/O # 241564

Receiver:

Key Contact: Service

Jim Redford President 519-436-4577

Key Contact: Accounting

Carly Shaw Finance Analyst II 519-436-4600 ext. 2125

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Engineering and Construction
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated March 25, 2009
Between
Sarnia Airport Storage Pool Limited Partnership (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Engineering and Construction – Major Projects

Updated for 2012 Pricing

Type

- To provide technical support services for the execution of RECEIVER’s storage development project in accordance with Spectra Energy policy, as may be amended from time to time, and the requirements of RECEIVER. These services may include:
 - Project Engineering and Design
 - Environmental Planning and Management
 - Socio-economic Impact Analysis
 - Land Acquisition and Regulatory Approval Support
 - Controls Design and Commissioning
 - Construction Planning, Management and Inspection

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on RECEIVER’s activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.
- The amount of effort directed is based on time spent on the capital construction work undertaken on behalf of RECEIVER.

Price

- Hourly rates quoted are based on market rates and PROVIDER’s fully allocated cost.

FEES

The charges assessed for the services listed herein will be based on the actual number of hours worked, payable in Canadian dollars. Fees for service will be invoiced and charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on PROVIDER’s costs.

The hourly rates are as follows:

Position	Hourly Rate
Technical Advisor	\$155.08
Project Management	\$135.70
Cost Analysis	\$104.19
Environmental Planning	\$93.87
Mechanical/Electrical Design	\$107.84
Administrative Support	\$56.57

Schedule B to
SERVICE ASSIGNMENT (“SA”) dated March 25, 2009
Between
Sarnia Airport Storage Pool Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Rietdyk, VP ECS Eng Const STO 519-436-4691

Dave Hockin, Mgr Aff Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen, Senior Finance Analyst 519-436-4600 ext 2233

IO # 342242

Receiver:

Key Contact: Service

Jim Redford, President 519-436-4577

Key Contact: Accounting

Carly Shaw, Finance Analyst II 519-436-4600 ext 2125

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Management Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

APPENDIX “B” - 1
SCHEDULE A
SERVICES DESCRIPTION, QUANTITY AND CHARGES

Updated for 2012 Pricing

Type and Quantity

Type

Will provide the following services daily (365 days per year for each of the 4 NAESB nomination cycles):

- Accept nominations from shippers
- Validate nominated quantities to ensure activity is balanced and within contractual entitlements
- Confirm shipper nominated quantities with interconnecting pipeline operators
- Schedule the physical flow of gas in conjunction with Capacity Planning and minimize any balancing fees payable by SASPLP
- Schedule shipper quantities on the pipeline and with interconnecting operators
- Respond to shipper, interconnecting operator and internal inquiries
- Data management of daily scheduled and physical activity

Will provide the following services monthly:

- Report daily scheduled shipper activity for invoicing and financial reporting
- Reconcile month end physical storage pool inventory, shipper and SASPLP storage system inventory balances
- Report daily scheduled and physical quantities

Will provide the following services daily (365 days per year for each of the 4 NAESB nomination cycles and 4 STS nomination cycles) as nominating agent for RECEIVER:

- Nominate to Union for contracted services (M16 Transportation contract) to facilitate the requested injections and withdrawals into SASPLP’s facilities
- Nominate activity for contracted services (HUB546 and HUB546E01 and HUB546E02 accounts) as per guidance provided by SASPLP.

Quantity

- The level of effort is based on an estimate of time spent to manage daily/monthly operations. This equates to 488 hours on an annual basis.

Price

- Total price is based on provider's fully allocated costs and will be charged as shown in the schedule below. Employee expenses and other purchases will be charged separately and will be based on provider's costs.

**Union Gas ---- Gas Management Services
2012 O&M Budget Allocation
SLA Summary**

		UGL BU10733	MHP BU 11768	SCPLP BU 11763	SALP BU 11827	Business Units Total	Total Affiliate
Direct Costs		1,923,317	22,485	23,775	22,485	1,992,062	68,745
Overheads		1,821,596	22,359	23,642	22,359	1,889,955	68,359
Total		3,744,913	44,844	47,417	44,844	3,882,017	137,104
Monthly (12 months)		\$ 312,076	\$ 3,737	\$ 3,951	\$ 3,737	\$ 323,501	\$ 11,425

**APPENDIX “B” - 1
SCHEDULE B
CONTACT AND ACCOUNTING INFORMATION**

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Union:

Key Contact: Service

Wayne Andrews	Manager GMS	519-436-5360
Brad Blanchard	Team Lead GMS	519-436-4662
Dave Hockin	Manager Affiliate Acctg. and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 241543

SASPLP:

Key Contact: Service

Jim Redford	President	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Storage and Transmission Operations
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2014
Provider:	Union Gas Limited
Receiver:	Sarnia Airport Storage Pool Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Appendix "B" – 3 Schedule A identifies the hourly rates for 2012.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

APPENDIX “B” – 3
Schedule A
SERVICES DESCRIPTION, QUANTITY AND CHARGES

Type and Quantity

Storage Development Support

Type

- The Storage & Transmission Operations group shall provide technical support and services related to the operation and maintenance of the SASPLP’s Sarnia Airport Pool Storage Pool facilities.
- The support may include advice on, support with, oversight of or completion of regulatory documentation, site preparation, well drilling, operations, maintenance, construction, repairs, alterations, modifications and emergency controls.
- The operations and maintenance support services are more fully described in APPENDIX “B” – 3, Schedule C of the Service Agreement dated March 31, 2009.

Quantity

- The quantity of work will be based on the services requested, in writing, by SASPLP and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on SASPLP’s activities. For field work, the time will be based on the time of departure from the Dawn facility or previous job site until return to the Dawn facility or arrival at the next job site.
- Union shall employ or engage such personnel as in Union’s sole judgment may be reasonably necessary to efficiently operate and maintain SASPLP’s facilities in a safe and prudent manner, all of which personnel shall be Union’s employees or employees of contractors engaged by Union.
- Union shall provide all personnel with sufficient operable tools, equipment and vehicles required to perform the STO Services in a safe, efficient and workmanlike manner. All equipment used for the provision of the STO Services shall be in accordance with that specified in the Operations and Maintenance Procedures, or as requested by SASPLP. Permanent equipment to be added to the Sarnia Airport Storage Pool facilities will require SASPLP’s approval.

Price

- Hourly rates quoted are based on market rates and Union’s fully allocated cost.

FEES

The charges assessed for the services listed herein will be based on the actual number of hours worked, payable in Canadian dollars. Fees for service will be invoiced and charged on a monthly basis. Employee expenses, third party contracting, other purchases and materials issued will be charged separately and will be based on Union’s costs.

The hourly rates are as follows:

Position	2012 Hourly Rate	2012 Overtime Rate
Manager	\$130.00	
Rig Supervision	\$112.85	\$138.97
Technicians	\$93.87	\$115.24
Field Representatives	\$89.83	\$110.17
Clerical/Office Workers	\$62.85	\$78.61

APPENDIX “B” – 3
Schedule B
CONTACT AND ACCOUNTING INFORMATION

Inter-company Administrative Requirements

This information is used for the purpose of managing the SA administration and accounting transactions between the parties. Account numbers and key contacts will be periodically updated by the administrative groups and formal notice of such under this SA is not required.

PROVIDER:

Key Contact: Service

Dave Lamoureux	Director STO	519-683-3401
Dan Wallace	Manager, Trans Pipelines & Storage	519-683-3422
Pete Fisher	Field Superintendent, Storage Ops	519-683-4468 ext 233
Dave Hockin	Manager Aff. Acctg & Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext 2233
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IO # 332523

RECEIVER:

Key Contact: Service

Jim Redford	President	519-436-4577
Warren Reinish	Strategic Account Specialist	519-436-4663

Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600; ext. 2125
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver	WEI doing business as Spectra Energy Transmission (SC96 Business)

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) Business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Financial Reporting

Type

- Prepare year-end financial statements for legal review and signature.
- Liaise with legal and tax experts.
- Prepare monthly, quarterly, and year-end financial statements, including the income statement, balance sheet and statement of changes in financial position, for RECEIVER review.
- Prepare variance analyses for income statement and balance sheet components, for Spectra corporate.
- Prepare monthly and year-end operating budget variance reports.
- Prepare year-end capital budget variance reports.
- Support preparation of regulatory filing information as required.

Financial Planning and Budgeting

Type

- Prepare financial forecasts reflecting company strategy including financial statements, budgets and cash flow projections.
- Prepare annual budgets and forecasts.
- Coordinate, prepare and present annual capital and operating budget information.

Accounting

Type

- Ensure that financial records, including internal transactions, conform to the appropriate accounting policy and that proper controls are maintained over the Company’s financial records.
- Ensure the stewardship of the Company’s financial and related statistical information.
- Track and manage outstanding receivables.
- Prepare and track payment of third party invoices from RECEIVER.

Banking/Treasury

Type

- Provide daily banking transactions, bank reconciliation, short-term cash management and longer term cash forecasts and financing requirements as required.

Credit and Risk Management

Type

- Provide credit management for wholesale customers, and risk management reporting as required by management.
- Review third party contracts for compliance with credit and risk management policies and standard practices.

Management Oversight

Type

- Provide management oversight of finance and accounting activities.

Quantity

- The amount of effort directed is based on an allocation of time spent. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit													
		Cost Driver	BCPFS BU 10734	UGL BU 10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable Affil		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads	313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total	691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)	\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service													
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting													
Direct Costs	107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads	99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total	207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)	\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
Plant/Aff/Proj./Ctls													
Direct Costs	-	1,363,152	70,993	31,173	23,058	40,351	-	-	-	-	-	1,528,727	165,575
Overheads	-	1,262,794	65,767	28,878	21,360	37,380	-	-	-	-	-	1,416,180	153,385
Total	-	2,625,946	136,760	60,052	44,418	77,731	-	-	-	-	-	2,944,907	318,961
Monthly (12 months)	\$ -	\$ 218,829	\$ 11,397	\$ 5,004	\$ 3,701	\$ 6,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,409	\$ 26,580
Accounts Payable													
Direct Costs	270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads	214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total	484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)	\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) Business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date: February 1, 2012
Effective Date: January 1, 2012

Service Agreement (SA): Human Resources Services

Initial Term: January 1, 2009 to December 31, 2009
SA Term: No later than December 31, 2013
Provider: **Union Gas Limited**
Receiver: **Westcoast Energy Inc., doing business as Spectra Energy Transmission (St. Clair Pipelines (1996) business)**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

Revised for 2012 Pricing

HR Services Delivery & HRIS

Type

- Develop and deliver the HR tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate Company-wide programs including the employee service awards program, alternate summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Supports the training, documentation and communication on use of HRIS.
- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time & Attendance support.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Compensation

Type

- Responsible for compensation policy development, implementation and maintenance. This includes salary and wage administration and coordinating the job/role evaluation process.
- Responsible for the administration of the incentive pay programs, including budgeting, forecasting and reporting on overall results.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Workforce Planning & Staffing

Type

- Responsible for designing and executing the annual workforce planning process across Canada and US including all phases of related communications, training, deployment, collection of data, etc.
- Develop, recommend and implement Canadian staffing and campus strategies, services, tools and systems to enhance the Company's ability to manage staffing/resource needs, meet client's needs and comply with legislative requirements.
- Facilitate collaboration with multiple stakeholders in revising, developing, executing and communicating staffing tools, programs and processes.
- Ensure staffing vendor service levels are maintained & manage contract maintenance.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Development & Performance

Type

- Establish and implement strategy and processes related to employee, manager and executive development.
- Establish and implement strategy and process relating to employee performance review, competency models, rating scale definitions and manager support tools.
- Execute annual succession planning process for Canada LTIP's, Rising Leaders and high potential management.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Table 1 Summary of Allocations

**Union Gas ---- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	HR Services	Direct Assign, Time & headcount	23.4%	57.1%	0.7%	1.4%	3.0%	14.3%	100.00%	42.93%
2	Benefits	Direct Assign, Time & headcount	21.7%	73.2%	1.1%	1.3%	2.8%		100.00%	26.85%
3	Compensation	Direct Assign, Time & headcount	23.9%	58.2%	0.8%	1.5%	3.1%	12.6%	100.00%	41.79%
4	Employee Relations	Direct Assign, Time & headcount	1.2%	97.9%	0.7%	0.1%	0.2%		100.00%	2.11%
5	Workforce Planning	Direct Assign, Time & headcount	21.9%	53.3%	0.7%	1.3%	2.8%	20.0%	100.00%	46.72%
6	Development & Performance	Direct Assign, Time & headcount	24.6%	59.9%	0.8%	1.5%	3.2%	10.0%	100.00%	40.06%
7	Budget Reduction	Average of all allocations	15.5%	75.3%	0.8%	0.9%	2.0%	5.5%	100.00%	24.71%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas --- HR 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		801,797	3,899,576	42,280	49,003	103,076	283,869	5,179,601	1,280,025
Overheads		722,768	3,400,758	37,402	44,173	92,916	254,731	4,552,748	1,151,990
Total		1,524,565	7,300,334	79,682	93,177	195,993	538,599	9,732,350	2,432,015
Monthly (12 months)		\$ 127,047	\$ 608,361	\$ 6,640	\$ 7,765	\$ 16,333	\$ 44,883	\$ 811,029	\$ 202,668
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	HR Services								
Direct Costs		262,635	639,568	8,302	16,051	33,763	160,316	1,120,637	481,069
Overheads		243,282	592,440	7,691	14,869	31,275	148,502	1,038,059	445,619
Total		505,918	1,232,008	15,993	30,920	65,039	308,818	2,158,696	926,688
Monthly (12 months)		\$ 42,160	\$ 102,667	\$ 1,333	\$ 2,577	\$ 5,420	\$ 25,735	\$ 179,891	\$ 77,224
2	Benefits								
Direct Costs		302,650	1,021,728	14,939	18,497	38,908	-	1,396,722	374,994
Overheads		272,676	920,539	13,460	16,665	35,054	-	1,258,395	337,856
Total		575,327	1,942,268	28,399	35,162	73,962	-	2,655,118	712,850
Monthly (12 months)		\$ 47,944	\$ 161,856	\$ 2,367	\$ 2,930	\$ 6,163	\$ -	\$ 221,260	\$ 59,404
3	Compensation								
Direct Costs		142,321	346,579	4,499	8,698	18,296	75,022	595,416	248,837
Overheads		109,807	267,402	3,471	6,711	14,116	57,883	459,392	191,990
Total		252,128	613,982	7,970	15,409	32,413	132,906	1,054,808	440,826
Monthly (12 months)		\$ 21,011	\$ 51,165	\$ 664	\$ 1,284	\$ 2,701	\$ 11,075	\$ 87,901	\$ 36,736
4	Employee Relations								
Direct Costs		21,511	1,776,736	12,781	1,315	2,765	-	1,815,108	38,372
Overheads		17,267	1,426,206	10,259	1,055	2,220	-	1,457,007	30,801
Total		38,778	3,202,942	23,040	2,370	4,985	-	3,272,115	69,173
Monthly (12 months)		\$ 3,232	\$ 266,912	\$ 1,920	\$ 198	\$ 415	\$ -	\$ 272,676	\$ 5,764
5	Workforce Planning								
Direct Costs		34,791	84,722	1,100	2,126	4,473	31,803	159,015	74,293
Overheads		31,408	76,485	993	1,920	4,038	28,711	143,554	67,069
Total		66,199	161,207	2,093	4,046	8,510	60,514	302,569	141,362
Monthly (12 months)		\$ 5,517	\$ 13,434	\$ 174	\$ 337	\$ 709	\$ 5,043	\$ 25,214	\$ 11,780
6	Development & Performance								
Direct Costs		63,431	154,466	2,005	3,877	8,154	25,770	257,703	103,237
Overheads		48,327	117,686	1,528	2,954	6,213	19,634	196,341	78,655
Total		111,758	272,152	3,533	6,830	14,367	45,404	454,044	181,892
Monthly (12 months)		\$ 9,313	\$ 22,679	\$ 294	\$ 569	\$ 1,197	\$ 3,784	\$ 37,837	\$ 15,158
7	Budget Reduction								
Direct Costs		- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	-40,776
Overheads		-	-	-	-	-	-	-	-
Total		- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	- 40,776
Monthly (12 months)		-\$ 2,128	-\$ 10,352	-\$ 112	-\$ 130	-\$ 274	-\$ 754	-\$ 13,750	-\$ 3,398

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Human Resource Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Ydreos	Senior Director Benefits	519-436-4596
Mark Heavens	Manager Payroll Delivery US/Can	519-436-4600 ext. 2484
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext. 2762
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 317407

Receiver

Key Contact: Service

Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Carly Fitzgerald	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Supply Chain Centre of Excellence
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	WEI (SC96 Business)

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) Business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: SUPPLY CHAIN CENTRE OF EXCELLENCE

Updated for 2012 pricing

Enterprise Sourcing

Type

The Enterprise Sourcing group is responsible for enterprise sourcing of products and entering into contract negotiations that benefit all Spectra companies. Contract negotiation responsibilities include (but are not necessarily limited to): market analysis, the selection of a vendor, the evaluation of a request for a proposal (“RFP”), assistance in the selection of a particular vendor, negotiation of contracts, and the establishment of appropriate terms and conditions.

Other services provided by the Enterprise Sourcing group include:

- Establishment and advancement of enterprise strategy and policy related to procurement and logistics;
- Establishment of common requirements and standards for procurement and logistics products and services where appropriate;
- Sourcing and contracting for enterprise commodities and services;
- Developing supplier programs and managing strategic vendor relationships;
- Communicating and rolling out contracts and buying programs

Quantity

- Costs are allocated based on number of contracts negotiated. The allocations are summarized in Table 1 below.

Fleet Services

Type

- provide a range of fleet management services which include the development of specifications, evaluating and purchasing of vehicles and mobile equipment, and outfitting packages.
- manage policies and monitor the fleet to ensure safety and legislative compliance, disposal and recovery of proceeds.

Quantity

Costs are allocated based on an estimate of time spent and number of units managed. The allocations are summarized in Table 1 below.

System Process Support Services

Type

- provide analytical support related to Supply Chain systems and process.

Quantity

Costs are allocated based on an estimate of time spent. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Supply Chain Centre of Excellence
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
1	Enterprise Sourcing	No. of Contracts	23.0%	44.0%				33.0%	100.00%	56.00%
2	Fleet Services	Cost Per OPCO	15.1%	28.9%	1.9%	6.0%	3.9%	44.1%	100.00%	71.06%
3	System Process Support	Time Spent	40.00%	40.00%				20.00%	100.00%	60.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

**Union Gas — Supply Chain Centre of Excellence
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
Direct Costs		183,037	319,859	4,856	15,619	10,102	289,521	822,994	503,135
Overheads		143,884	249,608	3,292	10,589	6,849	219,453	633,675	384,067
Total		326,921	569,467	8,149	26,208	16,951	508,974	1,456,669	887,202
	Monthly (12 months)	\$ 27,243	\$ 47,456	\$ 679	\$ 2,184	\$ 1,413	\$ 42,414	\$ 121,389	\$ 73,934
Summary By Service		-	-	-	-	-	-	-	-
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Enterprise Sourcing								
	Direct Costs	110,670	211,716	-	-	-	158,787	481,173	269,457
	Overheads	89,229	170,699	-	-	-	128,025	387,953	217,254
	Total	199,899	382,415	-	-	-	286,812	869,126	486,711
	Monthly (12 months)	\$ 16,658	\$ 31,868	\$ -	\$ -	\$ -	\$ 23,901	\$ 72,427	\$ 40,559
2	Fleet Services								
	Direct Costs	38,980	74,756	4,856	15,619	10,102	114,040	258,353	183,598
	Overheads	26,427	50,681	3,292	10,589	6,849	77,314	175,152	124,471
	Total	65,407	125,437	8,149	26,208	16,951	191,355	433,506	308,069
	Monthly (12 months)	\$ 5,451	\$ 10,453	\$ 679	\$ 2,184	\$ 1,413	\$ 15,946	\$ 36,125	\$ 25,672
3	System Process Support								
	Direct Costs	33,387	33,387	-	-	-	16,694	83,468	50,081
	Overheads	28,228	28,228	-	-	-	14,114	70,570	42,342
	Total	61,615	61,615	-	-	-	30,808	154,038	92,423
	Monthly (12 months)	\$ 5,135	\$ 5,135	\$ -	\$ -	\$ -	\$ 2,567	\$ 12,836	\$ 7,702

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) Business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Fleet Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Ken DeWolf	Manager Fleet Services	519-436-5308
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 317406

Receiver:

Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Carly Fitzgerald	Finance Analyst II	519-436-4600 ext 2125
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Environmental Health & Safety (EHS) Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Westcoast Energy Inc., doing business as Spectra Energy Transmission (St. Clair Pipelines (1996) business)

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
St. Clair Pipelines (1996) Business (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS Management System Review, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.
- Complete Corporate Initiatives to assist OpCo in meeting SE EHS Management System performance requirements.

Quantity

- The Corporate Canada EHS budget is allocated to Union and affiliates based on headcount. The allocations are summarized in Table 1.

Table 1 - Summary of Allocations

<p style="text-align: center;">Union Gas ---- EH&S 2012 O&M Budget Allocation Business Unit Cost Driver Analysis</p>										
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EHS Staff and Expenses	Headcount	17.0%	41.0%	0.6%	1.1%	2.21%	38.13%	100.00%	59.05%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- EH&S 2012 O&M Budget Allocation SLA Summary								
	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673
Summary By Service								
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #								
1	EHS Staff and Expenseses							
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
St. Clair Pipelines (1996) Business (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Greco	Director Corporate EH and S	519-436-4654
Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 342243

Receiver

Key Contact: Service

Dave Hockin	Manager Affiliate Relations	519-436-5349
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Key Contact: Accounting

Carly Fitzgerald	Finance Analyst II	519-436-4600 ext. 2125
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2011 SA pricing

Notice Date:	January 1, 2011
Effective Date	January 1, 2011
Service Agreement (SA):	Taxation Services
Initial Term	Jan1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Union Gas Limited
Receiver:	Westcoast Energy Inc (SC96)

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2011. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2011 pricing

SA: Tax SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Cost Driver Volume--% of Budget to Business Unit															
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as Spectra Energy Transmission
(St. Clair Pipelines (1996) business) (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM Canadian Taxes	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver

Key Contact: Service

Dave Hockin	Manager Affiliate Relations	519-436-5349
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Key Contact: Accounting

Alana Pollard	Finance Analyst II	519-436-4600 ext. 2016
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2011 SA pricing

Notice Date:	January 1, 2011
Effective Date	January 1, 2011
Service Agreement (SA):	Taxation Services
Initial Term	Jan1, 2009 to Dec 31, 2009
SA Term:	No later than Dec 31, 2013
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines L. P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2011. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines L.P. by its general partner St. Clair Pipelines
Management Inc. the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2011 pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

Union Gas --- Taxation Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

	Cost Driver Volume--% of Budget to Business Unit														
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$ 11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines L.P. by its general partner St. Clair Pipelines Management Inc.
(the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM Canadian Taxes	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver:

Jim Redford	Vice President	519-436-4577
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Key Contact: Accounting

Alana Pollard	Finance Analyst II	519-436-4600 ext. 2016
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver	St. Clair Pipelines Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Financial Reporting

Type

- Prepare year-end financial statements for legal review and signature.
- Liaise with legal and tax experts.
- Prepare monthly, quarterly, and year-end financial statements, including the income statement, balance sheet and statement of changes in financial position, for RECEIVER review.
- Prepare variance analyses for income statement and balance sheet components, for Spectra corporate.
- Prepare monthly and year-end operating budget variance reports.
- Prepare year-end capital budget variance reports.
- Support preparation of regulatory filing information as required.

Financial Planning and Budgeting

Type

- Prepare financial forecasts reflecting company strategy including financial statements, budgets and cash flow projections.
- Prepare annual budgets and forecasts.
- Coordinate, prepare and present annual capital and operating budget information.

Accounting

Type

- Ensure that financial records, including internal transactions, conform to the appropriate accounting policy and that proper controls are maintained over the Company’s financial records.
- Ensure the stewardship of the Company’s financial and related statistical information.
- Track and manage outstanding receivables.
- Prepare and track payment of third party invoices from RECEIVER.

Banking/Treasury

Type

- Provide daily banking transactions, bank reconciliation, short-term cash management and longer term cash forecasts and financing requirements as required.

Credit and Risk Management

Type

- Provide credit management for wholesale customers, and risk management reporting as required by management.
- Review third party contracts for compliance with credit and risk management policies and standard practices.

Management Oversight

Type

- Provide management oversight of finance and accounting activities.

Quantity

- The amount of effort directed is based on an allocation of time spent. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Cost Driver Volume--% of Budget to Business Unit															
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads		313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting														
Direct Costs		107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads		99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total		207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
Plant/Aff/Proj/Ctls														
Direct Costs		-	1,363,152	70,993	31,173	23,058	40,351	-	-	-	-	-	1,528,727	165,575
Overheads		-	1,262,794	65,767	28,878	21,360	37,380	-	-	-	-	-	1,416,180	153,385
Total		-	2,625,946	136,760	60,052	44,418	77,731	-	-	-	-	-	2,944,907	318,961
Monthly (12 months)		\$ -	\$ 218,829	\$ 11,397	\$ 5,004	\$ 3,701	\$ 6,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,409	\$ 26,580
Accounts Payable														
Direct Costs		270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads		214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total		484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Jim Redford	Vice President	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Legal Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
St. Clair Pipelines L.P. (“Receiver”)
and
Union Gas Limited (“Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Legal Services

Updated for 2012 Pricing and Description
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Legal Services

Type

- Provide legal guidance, advice, and strategic business direction on Federal, Provincial and Municipal Laws, Regulations, Codes and Practices.
- Negotiate, draft, review, interpret and provide strategic business direction on all purchase, sales and service contracts and other relationships affecting the company.
- Complete all real and personal property transactions, including but not limited to building and property leases, easements, mineral & storage rights, licenses, title, purchase & sale of land and assets.

Corporate Security

Type

- Provide Corporate Security services as requested through a third party provider

Quantity

- The quantity of work will be based on the services requested by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Legal services are based on PROVIDER’s fully allocated cost and will be charged at a rate of \$162 per hour. Corporate Security will be charged as billed by the third party provider.

FEES

The charges assessed for the services listed above will be based on hours worked and are noted in Canadian dollars. PROVIDER shall invoice RECEIVER for the Services on a monthly basis. Employee expenses and other expenses will be charged separately and will be based on PROVIDER’s costs.

Schedule B to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
St. Clair Pipelines L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Joseph Marra Asst. General Counsel/ Director Legal Affairs 519-436-4656

Dave Hockin Mgr. Affiliate Acctg and Reporting 519-436-5349

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

I/O # 317224

Receiver:

Key Contact: Service

Jim Redford Vice President 519-436-4577

Key Contact: Accounting

Carly Shaw Finance Analyst II 519-436-4600 ext. 2125

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	
Initial Term	January 1, 2011 to December 31, 2011
SA Term:	No later than December 31, 2015
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Union Gas Limited (the “Provider”)
and
St. Clair Pipelines Limited Partnership (the “Receiver”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Updated for 2012 pricing

Business Development

Project Direction and Management

Type

- Provide strategic planning, consulting and management services in support of the business objectives and operations of the RECEIVER. This will include identifying strategic business opportunities and assistance with implementation of same.
- Provide project management for the research, analysis and development of the RECEIVER’s storage pools.
- Manage filings and relationship with regulatory authorities, including the Ontario Energy Board and the Ministry of Natural Resources.
- Arrange for and oversee the operation and maintenance of the RECEIVER’s assets.

Quantity

- The Business Development group dedicates time to the RECEIVER’s activities as noted in the table.

Price

- Total Price is a fully allocated cost

	MHPC	MHPM	SCPP	Total
S&W	\$ 160,477	\$ 29,011	\$ 24,778	\$ 214,266
Overhead	\$ 159,578	\$ 28,849	\$ 24,639	\$ 213,066
Sub Total	\$ 320,055	\$ 57,860	\$ 49,417	\$ 427,332
Other Expenses	\$ 12,876	\$ 2,220	\$ 1,776	\$ 16,873
Total	\$ 332,931	\$ 60,080	\$ 51,193	\$ 444,204
Allocation	28.3%	5.1%	4.3%	
Monthly	\$ 27,744	\$ 5,007	\$ 4,266	\$ 37,017

FEES

The charges assessed for the services listed in Schedule A of this SA are noted in *Canadian dollars*, and will be charged at the monthly rate shown in the table above.

2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Control and Capacity Planning Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
St. Clair Pipelines Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Gas Control and Capacity Planning Services

Updated for 2012 pricing

Gas Control and Capacity Planning

Type

Gas Controller Services

- Monitor and control gas and pipeline equipment via SCADA
- Operate pipeline to meet daily nomination requirements
- Communicate with field personnel and interconnecting operators
- Emergency response
- Protect energy infrastructure from malicious damage through risk-based and performance-based management processes

Type

Gas Control Technical Support Services

- Support internal and external users of SCADA/EFM
- Support and maintain all hardware and software integral to Gas Control
- Emergency response

Type

Gas Control & Capacity Planning Coordination Services

- Daily (during regular business hours and on-call services on a per request basis)
 - Respond to any after hour requests for gas controller support
 - Publish and distribute documentation and provide support for any construction outages or equipment testing required by any of our field personnel
 - Provide coordination support for any outages with interconnecting operators and pipelines
 - Provide training for Gas Control Operations for any new developments on the pipeline system that may impact operations
 - Ensure emergency procedure updates are filed in the Gas Control Room and training is conducted in a timely manner as specified in the procedures

Type

Volume Planning Services

- Daily (365 days per year for each of the 4 NAESB nomination cycles).
 - Review system setup and ability to meet scheduled volumes for NAESB nomination cycles.
 - Initiate interruption procedure and issue interruption faxes to customers if required
 - Provide measurement and imbalance reports as per operating agreements, if required.
 - Assist in scheduling imbalance paybacks with interconnecting operators and pipelines
 - Review hourly rates vs. intra-day nominations and inform controllers of any rate changes required
 - Respond to any after hour requests for gas controller support
 - Periodically as required deal with measurement issues and act as liaison between Gas Control Coordinators and customers

Quantity

- The level of effort is based on estimate of time spent, which equates to 430 hours.

Price

- Total Price is based on provider's fully allocated cost and will be charged as shown in the schedule below.

Union Gas --- Capacity Planning and Gas Control 2012 O&M Budget Allocation SLA Summary

		UGL BU10733	MHP BU 11768	SCPLP BU 11763	SALP BU 11827	Business Units Total	Total Affiliate
Direct Costs		2,233,018	20,438	22,693	20,565	2,296,714	63,696
Overheads		1,613,257	20,323	22,566	20,450	1,676,595	63,338
Total		3,846,275	40,760	45,259	41,015	3,973,309	127,034
Monthly (12 months)		\$ 320,523	\$ 3,397	\$ 3,772	\$ 3,418	\$ 331,109	\$ 10,586
Summary By Service							
Check Sum		ok	ok	ok	ok	ok	ok
Line #							
1	Capacity Planning						
Direct Costs		791,384	9,926	9,926	9,926	821,162	29,778
Overheads		715,645	9,870	9,870	9,870	745,256	29,611
Total		1,507,028	19,796	19,796	19,796	1,566,418	59,389
Monthly (12 months)		\$ 125,586	\$ 1,650	\$ 1,650	\$ 1,650	\$ 130,535	\$ 4,949
2	Gas Control						
Direct Costs		1,441,634	10,512	12,767	10,639	1,475,552	33,918
Overheads		897,612	10,453	12,695	10,579	931,339	33,727
Total		2,339,246	20,964	25,462	21,219	2,406,891	67,645
Monthly (12 months)		\$ 194,937	\$ 1,747	\$ 2,122	\$ 1,768	\$ 200,574	\$ 5,637

Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
St. Clair Pipelines Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Lesley Reitsma	Manager Gas Control	519-436-4600 ext. 2869
Carrie Cook	Manager Capacity Planning	519-436-4600 ext. 2232
	Manager Affiliate Acctg and Reporting	

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 342241

Receiver:

Key Contact:

Jim Redford	Vice President	519-436-4577
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Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date: March 31, 2012
Effective Date: January 1, 2012
Service Agreement (SA): District Operations
Initial Term: January 1, 2009 to December 31, 2009
SA Term: No later than December 31, 2013
PROVIDER: Union Gas Limited
Receiver: **St. Clair Pipelines Limited Partnership**

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis PROVIDER will notify RECEIVER of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the RECEIVER does not advise the PROVIDER in writing within 60 days of receipt of the notice as to any objection to the new Charges then RECEIVER will be deemed to have agreed to the new Charges. In the event that the RECEIVER does provide the PROVIDER with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, PROVIDER hereby notifies RECEIVER of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined.

Acceptance of the pricing by RECEIVER requires no further action, however if RECEIVER has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: DISTRIBUTION OPERATIONS – DISTRICT OPERATIONS

Operation and Maintenance Services

Type

- District Operations shall provide assistance to Measurement Engineering for abandonment of the odourant system and RTU, disposal of site buildings and misc maintenance associated with abandonment.

Quantity

- The quantity of work will be based on the services requested by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.

Price

- Services are based on PROVIDER’s fully allocated cost and will be charged at a Technician’s rate of \$93.87 per hour.

FEES

The charges assessed for the services listed above will be based on hours worked and are noted in Canadian dollars. PROVIDER shall invoice RECEIVER for the Services on a monthly basis. Employee expenses and other expenses will be charged separately and will be based on PROVIDER’s costs.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Dave Gadbois	Technician Manager	905-548-3440
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 241563

UGL Shadow Project 55-09-300-9150

SCPLP WBS 12-10-300-9160

Receiver:

Key Contact: Service

Jim Redford	519-436-4577
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Key Contact: Accounting

Carly Fitzgerald	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	March 31, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Gas Management Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: GAS MANAGEMENT SERVICES

Updated for 2012 pricing.

Gas Management Services

Type

Will provide the following services daily (365 days per year for each of the 4 NAESB nomination cycles):

- Accept nominations from shippers
- Validate nominated quantities to ensure activity is balanced and within contractual entitlements
- Confirm shipper nominated quantities with interconnecting pipeline operators
- Schedule the physical flow of gas in conjunction with Capacity Planning
- Schedule shipper quantities on the pipeline and with interconnecting operators
- Respond to shipper, interconnecting operator and internal inquiries
- Data management of daily scheduled and physical activity
-

Will provide the following services monthly:

- Prepare accurate and timely reporting of scheduled shipper activity for invoicing and financial reporting
- Reconcile month end Operational Balancing Agreement (OBA) balances
- Report daily scheduled and physical quantities

Quantity

- 456 hours

Gas Measurement Services

Type

- Ensure accuracy of all gas volume/energy/quality data
- Process/validate/report all charted and electronic measurement data
- Resolve metering discrepancies/estimate missing or incomplete data
- Communicate equipment or system failures to appropriate technical group
- Protect energy infrastructure from malicious damage through risk-based and performance-based management processes

Quantity

- 60 hours

Price

- Total price is based on provider's fully allocated costs and will be charged as shown in the schedule below. Employee expenses and other purchases will be charged separately and will be based on provider's costs.

**Union Gas --- Gas Management Services
2012 O&M Budget Allocation
SLA Summary**

		UGL BU10733	MHP BU 11768	SCPLP BU 11763	SALP BU 11827	Business Units Total	Total Affiliate
Direct Costs		1,923,317	22,485	23,775	22,485	1,992,062	68,745
Overheads		1,821,596	22,359	23,642	22,359	1,889,955	68,359
Total		3,744,913	44,844	47,417	44,844	3,882,017	137,104
Monthly (12 months)		\$ 312,076	\$ 3,737	\$ 3,951	\$ 3,737	\$ 323,501	\$ 11,425

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Wayne Andrews	Manager GMS	519-436-5360
Brad Blanchard	Team Lead GMS	519-436-4662
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 241543

Receiver:

Key Contact: Service

Jim Redford	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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2012 SA pricing

Notice Date:	March 31, 2012
Effective Date:	January 1, 2012
Initial Term:	January 1, 2009 to December 31, 2009
Service Agreement (SA):	Operations Technical Support/Eng and Const.
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
St. Clair Pipelines L.P. (the “RECEIVER”)
And
Union Gas Limited (the “PROVIDER”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Operations Technical Support Services

Type

- To provide technical support services to support operation and maintenance of RECEIVER’s facilities in accordance with Spectra Energy policy, as may be amended from time to time.
- To provide technical support services for pipeline engineering, station engineering, corrosion control and mapping services.
- The Services are more fully described in Schedule C of this SA.

Quantity

- The quantity of work will be based on the services requested, in writing, by RECEIVER and will be charged at an hourly rate plus out-of-pocket expenses and any materials issued.
- The labour component of this agreement is not expected to exceed 150 hours on an annual basis. Services beyond 150 hours will require approval by RECEIVER and PROVIDER.

Price

- Hourly rates are based on market pricing and PROVIDER’s fully allocated cost.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on PROVIDER’s costs.

The hourly rates are as follows:

Position	Hourly Rate
Manager	\$149.00
Environmental Planner	\$93.87
Principal Engineer, Senior Engineer, and Co-ordinator	\$123.73
Engineer, EIT, Analyst and Technician	\$102.82

**Schedule C to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
St. Clair Pipelines L.P. (“RECEIVER”)
and
Union Gas Limited (“PROVIDER”)**

The detailed description of the operation and maintenance engineering services to be provided is set out herein. Under separate Service Assignment, PROVIDER will provide primary operation and maintenance services to RECEIVER for the NPS 24 St. Clair River Crossing, NPS20/12 Bluewater Pipeline System and the Empire Odorant Station facilities (the “Facilities”).

PROVIDER shall perform the Services to support prudent, economic, diligent and safe operation and maintenance to protect the integrity of the Facilities and to protect the public interest. PROVIDER shall provide engineering services by, or under the supervision of, professional engineers registered with Professional Engineers Ontario under a valid Certificate of Authorization. PROVIDER shall perform the Services in compliance with all applicable acts, regulations and statutes, including, but not limited to, the latest versions and amendments of the following documents:

- CAN/CSA Z662 – Oil and Gas Pipeline Systems
- CAN/CSA Z731 – Emergency Preparedness and Response
- NEB Onshore Pipeline Regulations and Appendices
- NEB Certificates of Approval
- NEB Damage Prevention Regulations, including NEB Pipeline Crossing Regulations Part I and II
- All other applicable NEB regulations, directives and guidelines
- Ontario Regulation 210/01 (Oil and Gas Pipeline Systems)
- Ontario Regulation 245/97
- Ontario Regulation 75/04
- TSSA Guidelines
- Canada Labour Code – Part II and, as applicable, Occupational Health and Safety Act
- Operating and maintenance agreements for the Facilities between PROVIDER and RECEIVER and operation and maintenance agreements for the Facilities between RECEIVER and third parties
- All of the plans, procedures and manuals of PROVIDER referenced herein.

PROVIDER shall establish a system to ensure that changes to relevant acts, regulations, rules, guidelines, guidance notes, statutes and codes; that NEB issued memoranda of guidance and directives; and that new and applicable acts, regulations, rules, guidelines, guidance notes, statutes and codes are implemented into the Manuals.

PROVIDER shall establish and maintain a records management system for the Services in accordance with the NEB Onshore Pipeline Regulations. The TSSA document “Director’s Order of Amendment to the Oil and Gas Pipeline Systems Code Adoption

Document” may be used as a reference. PROVIDER shall prepare, retain and have readily accessible all operation and maintenance engineering records in accordance with relevant acts, regulations, rules, directives, statutes and codes. Notwithstanding these requirements, all material descriptions or other documents related to the operation and maintenance of the Facilities shall be retained for a minimum period of three (3) years. RECEIVER may reasonably request that PROVIDER provide such records or documents to RECEIVER at any time.

PROVIDER shall conduct audit and inspections in accordance with the NEB Onshore Pipeline Regulations.

The Services shall include, but not be limited to:

Corrosion Control

- i) Corrosion control design services;
- ii) Field inspection and system testing/commissioning for the corrosion control systems;
- iii) Operation and maintenance support services, such as trouble shooting, testing and repair/remedial action recommendations, for the corrosion control systems;

Pipeline Engineering

- iv) Prepare design drawings and bill of materials for replacement projects and/or maintenance work, including repairs, modifications, alterations and pressure testing;
- v) Prepare and maintain Quality Assurance Program for materials processed;
- vi) Review and monitor Class Location changes;
- vii) Conduct MOP studies or other engineering assessments as required;
- viii) Conduct or assist with evaluation of imperfections and failure investigations;
- ix) Evaluate and develop repair methods for pipeline defects;
- x) Prepare and maintain Joining Program;
- xi) Prepare and maintain Pressure Testing Program;
- xii) Provide technical review of operation and maintenance procedures;
- xiii) Support emergency response planning through establishment of the Emergency Planning Zone and dispersion modeling;
- xiv) Support technical review of third party crossing permit applications and agreements for installations over, under or adjacent to the Facilities;
- xv) Develop and maintain an integrity management program that meets the latest requirements of all relevant acts, regulations, rules, directives, statutes and codes, including but not limited to the latest version of the NEB Onshore Pipeline Regulations, CAN/CSA Z662 and, as a reference, the TSSA document “Director’s Order of Amendment to the Oil and Gas Pipeline Systems Code Adoption Document”, that contains, as a minimum, a management system, a working records management system, a condition monitoring program and a mitigation program;
- xvi) Protect energy infrastructure from malicious damage through risk-based and performance-based management processes;

Station Engineering

- xvii) Provide engineering life-cycle services including design, drafting, construction, commissioning, training, trouble shooting, testing and repair/remedial action

- recommendations for mechanical, civil, electrical, instrumentation, controls and communication systems;
- xviii) Protect energy infrastructure from malicious damage through risk-based and performance-based management processes;

Mapping Services

- xix) Provide design services (oversight and/or drawing/bill of material preparation) for new construction, modifications and repairs;
- xx) Prepare as-built drawings and/or oversee as-built completion, source data; document collection and maintain facility records;
- xxi) Laser-scan above-grade sites and GPS pipeline-affiliated features;
- xxii) Map new construction, modifications and repairs on GIS or applicable application (i.e. PlantSpace) for pipelines and station sites;
- xxiii) Ensure data translation to risk models;
- xxiv) Purchase and process aerial photography;
- xxv) Generate specialty mapping such as strip maps and Class Location maps;
- xxvi) Apply Class Location updates to GIS; and
- xxvii) Prepare other drawings, reports, records and mapping as requested.

PROVIDER may develop the necessary documents required for the purpose of providing the Services to RECEIVER or may integrate the specific requirements of RECEIVER into existing PROVIDER documents and management systems.

RECEIVER acknowledges and agrees that all manuals, procedures, documentation, and protocols, (the “Manuals”) either currently being used by PROVIDER, or developed by PROVIDER at PROVIDER’s expense in order to carry out the Services, shall at all times remain the property of PROVIDER. RECEIVER agrees to protect the confidentiality of PROVIDER’s Manuals and shall notify RECEIVER when such Manuals, or portions thereof, are filed with regulatory authorities in confidence. All Manuals developed by the PROVIDER at RECEIVER’s expense shall remain the property of RECEIVER and PROVIDER agrees to return such material to RECEIVER upon termination of this SA.

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date:	January 1, 2012
Service Agreement (SA):	Lands Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	St. Clair Pipelines Limited partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A attached identifies the hourly rates for 2012.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Revised Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Lands Services

Updated for 2012 pricing

Type

- Provide for the effective management of relationships with all landowners affected by Receiver’s pipeline operation and maintenance activities and new developments.
- Submit applications for permits, licenses and right of ways and register land documents.
- Manage the Receiver’s land rights to maintain existing right-of ways in accordance with National Energy Board’s requirements.
- Assist with any lands acquisition required to support Receiver’s pipeline developments and activities.

Quantity

- The quantity of work will be based on the services requested, in writing, by Receiver and will be charged at an hourly rate plus out-of-pocket expenses. For office hours, time will be based on hours worked on Receiver activities. For field work, the time will be based on the time of departure from the Chatham Corporate Centre or previous job site until return to the Chatham Corporate Centre or arrival at the next job site.

Price

- Hourly rates are based on a fully allocated cost.

FEES

The charges assessed for the services listed in Schedule A of this SA will be based on the hours worked and noted in Canadian dollars. This will be charged on a monthly basis. Employee expenses, other purchases and materials issued will be charged separately and will be based on the Provider’s costs. The labour component of this agreement is not expected to exceed \$10,000.

The hourly rates are as follows:

	2012
Position	Hourly Rate
Manager	\$140.33
Senior Agent	\$112.85
Lands Agent	\$97.14
Lands Analyst	\$69.86

Revised Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Inter-Company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Brigitte Jones	Manager Lands Services	519-436-4600 ext. 2737
Dave Hockin	Manager Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 241564

Receiver:

Key Contact: Service

Jim Redford	Vice President	519-436-4577
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Key Contact: Accounting

Carly Shaw	Finance Analyst II	519-436-4600 ext. 2125
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O&M Number(s):

Internal Order Numbers:

St. Clair River Crossing:	315124
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Bluewater Pipeline System:	315125
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Empire Odorant Station:	315123
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<u>Cost Centre Number:</u>	32001
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Schedule C to
SERVICE ASSIGNMENT (“SA”)
Between
St. Clair Pipelines L.P. (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Receiver’s Facilities

St. Clair River Crossing

- ♦ 873 metres of NPS 24 pipeline from the International Boundary Line to the west fence line of the St. Clair Valve Site in Lot 13, Front Concession, St. Clair Township (formerly Township of Moore)

Bluewater / Genesis System

- ♦ 457 meters of NPS 12 pipeline (known as the Genesis Line) leased from Genesis Pipeline (Canada) Ltd. from the International boundary line to a valve pit located in Lot 72, Front Concession, St. Clair Township (formerly Township of Moore)
- ♦ 66 metres of NPS 12 pipeline (known as the Genesis Interconnect) from the valve pit located in Lot 72, Front Concession, St. Clair Township (formerly Township of Moore) to the Bluewater Valve Site
- ♦ Bluewater Valve Site located on Fairview Boulevard (Froomfield) described as Plan 34, Lots 13 to 17, St. Clair Township (formerly Township of Moore)
- ♦ 2,414 metres of NPS 20 pipeline (known as the Bluewater Line) from the Bluewater Valve Site to the Bluewater/Union Interconnect Valve Site
- ♦ Bluewater/Union Interconnect Valve Site located in Lot 26, Concession 12, St. Clair Township (formerly Township of Moore)
- ♦ 57 metres of NPS 12 pipeline (known as the Sarnia Industrial Line Interconnect) from the Bluewater/Union Interconnect Valve Site to the west side of the shut-off valve located in Lot 26, Concession 12, St. Clair Township (formerly Township of Moore)

Empire Odourant Station

- ♦ Empire Odourant Station located on Hydro Street described as RP 4 Part Lots 301, 302 and 303, Part Huron Boulevard NP 337, RP 59R8556 Part 2, City of Niagara Falls (12365 Iroquois Street, Station # 14-DD-501)

**This SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)**

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between Provider and Receiver and together with the MSA establishes the terms and conditions upon which the Provider will provide certain services to the Receiver. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

FINANCE SERVICES

Provider shall provide Accounts Payable Services (“Services”) to the Receiver as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A as amended from time to time; and
- b) Contact and accounting information contained in Schedule B, as amended from time to time.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the Provider’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. Provider’s budgeted cost is allocated using a cost driver methodology. Provider confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on Provider’s forecasted cost to perform the Service.

If Provider’s costs vary from budget during the Term of this SA then, either the Provider or the Receiver can request either an increase or decrease in the Charges.

Provider’s pricing and cost allocation methodology are included as an attachment to this SA.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on Provider’s cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be January 1, 2012 to December 31, 2012 and thereafter this SA shall be automatically renewed, without notice, for subsequent annual one (1) year terms ("Term") until the earlier of:

- a) December 31, 2016; and,
- b) the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of Provider and Receiver are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, Receiver can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the Provider or the Receiver can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the Receiver changes during the Time Period;
or
- The Provider's actual cost to perform the service varies from the budgeted cost to perform the service.

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

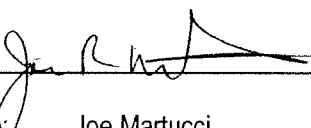
Union Gas Limited (Provider)

Per: 

Print Name: Wendie Brodie Lumley

Title: Mgr. Spectra Accts Payable

Date: _____

Per: 

Print Name: Joe Martucci

Title: Vice President Finance

Date: _____

Spectra Energy Services LLC (Receiver)

Per: _____

Print Name: Allen Capps

Title: Vice President and Controller

Date: _____

Per: _____

Print Name: _____

Title: _____

Date: _____

SA: Union to SE ACCTS PAYABLE Services

E. APPROVAL

It is hereby acknowledged that Receiver has requested and Provider has agreed to deliver the services, products and resources detailed in this SA.

Provider agrees that it will:

- (a) comply promptly with all requests made to the Receiver that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the Provider of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that Provider enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to Receiver.

Union Gas Limited (Provider)

Per: _____

Print Name: Wendie Brodie Lumley

Title: Mgr. Spectra Accts Payable

Date: _____

Per: _____

Print Name: Joe Martucci

Title: Vice President Finance

Date: _____

Spectra Energy Services LLC (Receiver)

Per: _____

Print Name: Allen Capps

Title: Vice President and Controller

Date: _____

Per: _____

Print Name: _____

Title: _____

Date: _____

SA: Union to SE ACCTS PAYABLE Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: ACCOUNTS PAYABLE SERVICES

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis

		Business Unit Cost Driver Analysis													
		Cost Driver Volume--% of Budget to Business Unit													
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ct's			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above				100.0%									100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- Finance 2012 O&M Budget Allocation SLA Summary													
	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads	313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total	691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)	\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service													
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Line #													
1	Pension Accounting												
Direct Costs	107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads	99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total	207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)	\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
5	Accounts Payable												
Direct Costs	270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads	214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total	484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)	\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: FINANCE SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Wendie Brodie Lumley Manager Spectra Accts Payable 519-436-4600 ext. 5005326

Linda Vienneau Mgr. Affiliate Acctg and Reporting 519-436-5339

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519-436-4600 ext. 2233

IO # 317404 – Accounts Payable

Receiver

Key Contact: Accounting

Dana Jorsling-Wilson Manager Accounting Insurance 713-627-4396

2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Environmental Health & Safety (EHS) Services
Initial Term	January 1, 2010 to December 31, 2010
SA Term:	No later than December 31, 2014
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services LLC

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Spectra Energy Services LLC (the “Receiver”)
SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS Management System Review, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.
- Complete Corporate Initiatives to assist OpCo in meeting SE EHS Management System performance requirements.

Quantity

- The Corporate Canada EHS budget is allocated to Union and affiliates based on headcount. The allocations are summarized in Table 1.

Table 1 - Summary of Allocations

<p style="text-align: center;">Union Gas — EH&S 2012 O&M Budget Allocation Business Unit Cost Driver Analysis</p>										
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EHS Staff and Expenseses	Headcount	17.0%	41.0%	0.6%	1.1%	2.21%	38.13%	100.00%	59.05%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- EH&S 2012 O&M Budget Allocation SLA Summary								
	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673
Summary By Service								
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #								
1	EHS Staff and Expenseses							
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Spectra Energy Services LLC (the “Receiver”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Greco	Director Corporate EH and S	519-436-4654
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Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 342243

Receiver

Key Contact: Service

Greg Bilinski	VP EHS SET	713-627-5807
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Acctg Insurance	713-627-4396
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Supply Chain Centre of Excellence
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services LLC

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: SUPPLY CHAIN CENTRE OF EXCELLENCE

Updated for 2012 pricing

Enterprise Sourcing

Type

The Enterprise Sourcing group is responsible for enterprise sourcing of products and entering into contract negotiations that benefit all Spectra companies. Contract negotiation responsibilities include (but are not necessarily limited to): market analysis, the selection of a vendor, the evaluation of a request for a proposal (“RFP”), assistance in the selection of a particular vendor, negotiation of contracts, and the establishment of appropriate terms and conditions.

Other services provided by the Enterprise Sourcing group include:

- Establishment and advancement of enterprise strategy and policy related to procurement and logistics;
- Establishment of common requirements and standards for procurement and logistics products and services where appropriate;
- Sourcing and contracting for enterprise commodities and services;
- Developing supplier programs and managing strategic vendor relationships;
- Communicating and rolling out contracts and buying programs

Quantity

- Costs are allocated based on number of contracts negotiated. The allocations are summarized in Table 1 below.

Fleet Services

Type

- provide a range of fleet management services which include the development of specifications, evaluating and purchasing of vehicles and mobile equipment, and outfitting packages.
- manage policies and monitor the fleet to ensure safety and legislative compliance, disposal and recovery of proceeds.

Quantity

Costs are allocated based on an estimate of time spent and number of units managed. The allocations are summarized in Table 1 below.

System Process Support Services

Type

- provide analytical support related to Supply Chain systems and process.

Quantity

Costs are allocated based on an estimate of time spent. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas --- Supply Chain Centre of Excellence
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit								
		Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
1	Enterprise Sourcing	No. of Contracts	23.0%	44.0%				33.0%	100.00%	56.00%
2	Fleet Services	Cost Per OPCO	15.1%	28.9%	1.9%	6.0%	3.9%	44.1%	100.00%	71.06%
3	System Process Support	Time Spent	40.00%	40.00%				20.00%	100.00%	60.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

**Union Gas --- Supply Chain Centre of Excellence
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
	Direct Costs	183,037	319,859	4,856	15,619	10,102	289,521	822,994	503,135
	Overheads	143,884	249,608	3,292	10,589	6,849	219,453	633,675	384,067
	Total	326,921	569,467	8,149	26,208	16,951	508,974	1,456,669	887,202
	Monthly (12 months)	\$ 27,243	\$ 47,456	\$ 679	\$ 2,184	\$ 1,413	\$ 42,414	\$ 121,389	\$ 73,934
	Summary By Service	-	-	-	-	-	-	-	-
	Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Enterprise Sourcing								
	Direct Costs	110,670	211,716	-	-	-	158,787	481,173	269,457
	Overheads	89,229	170,699	-	-	-	128,025	387,953	217,254
	Total	199,899	382,415	-	-	-	286,812	869,126	486,711
	Monthly (12 months)	\$ 16,658	\$ 31,868	\$ -	\$ -	\$ -	\$ 23,901	\$ 72,427	\$ 40,559
2	Fleet Services								
	Direct Costs	38,980	74,756	4,856	15,619	10,102	114,040	258,353	183,598
	Overheads	26,427	50,681	3,292	10,589	6,849	77,314	175,152	124,471
	Total	65,407	125,437	8,149	26,208	16,951	191,355	433,506	308,069
	Monthly (12 months)	\$ 5,451	\$ 10,453	\$ 679	\$ 2,184	\$ 1,413	\$ 15,946	\$ 36,125	\$ 25,672
3	System Process Support								
	Direct Costs	33,387	33,387	-	-	-	16,694	83,468	50,081
	Overheads	28,228	28,228	-	-	-	14,114	70,570	42,342
	Total	61,615	61,615	-	-	-	30,808	154,038	92,423
	Monthly (12 months)	\$ 5,135	\$ 5,135	\$ -	\$ -	\$ -	\$ 2,567	\$ 12,836	\$ 7,702

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Supply Chain Shared Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Ken DeWolf	Manager, Fleet Services	519-436-5308
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 317405 – Enterprise Sourcing
IO # 317406 – Fleet Services

Receiver

Denise Janousek	Director Supply Chain Shared Services	713-989-1867
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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**This SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Spectra Energy Services LLC (the “Receiver”)**

This SA is entered into pursuant to the Master Services Agreement (“MSA”) between PROVIDER and RECEIVER and together with the MSA establishes the terms and conditions upon which the PROVIDER will provide certain services to the RECEIVER. Capitalized terms not otherwise defined in the SA shall have the meanings given in the MSA.

SA: Insurance Services

PROVIDER shall provide Insurance Services (“Services”) to the RECEIVER as more particularly described in Schedule A attached hereto.

A. ATTACHMENTS

The following are hereby incorporated in and form part of this SA:

- a) Service Description (“Type”), Quantity, and Charges contained in Schedule A; and
- b) Contact and accounting information contained in Schedule B.

The information contained in Schedules A and B may be periodically amended or revised as permitted herein, and subject to the provisions herein shall not invalidate this SA.

B. CHARGES AND COST ALLOCATION MECHANISMS

The Charges for the Services provided is based on the PROVIDER’s budgeted cost to perform the Services during the Term, as more particularly set out in Schedule A attached hereto. PROVIDER’s budgeted cost is allocated using a cost driver methodology. PROVIDER confirms that the charges listed in Schedule A which are referenced as fully allocated costs are based on PROVIDER’s forecasted cost to perform the Service.

If PROVIDER’s costs vary from budget during the Term of this SA then, either the PROVIDER or the RECEIVER can request either an increase or decrease in the Charges.

PROVIDER’s pricing and cost allocation methodology are included as an attachment to this SA.

On an annual basis PROVIDER will notify RECEIVER of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the RECEIVER does not advise

the PROVIDER in writing within 60 days of receipt of the notice as to any objection to the new Charges then RECEIVER will be deemed to have agreed to the new Charges. In the event that the RECEIVER does provide the PROVIDER with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

If the Charge for an upcoming Term has not been determined prior to January 15th of any year then the most current agreed upon Charge shall be billed on an interim basis until PROVIDER has notified RECEIVER of the new Charge. Thereafter, the new Charge shall be billed, subject to the provisions of this section. The parties will make any appropriate adjustments however neither party shall be obligated to make an interest payment on any overpayments.

Any charges for services, products and resources not contemplated in this SA will be agreed to by the parties and invoiced separately, based on PROVIDER's cost. In such situations, the terms and conditions of this SA and the MSA will apply as if the services, products and resources had been contemplated and included in this SA.

C. TERM

The initial term of this SA shall be January 1, 2012 to December 31, 2012 and thereafter this SA shall be automatically renewed, without notice, for subsequent annual one (1) year terms ("Term") until the earlier of:

- a) December 31, 2016; and,
- b) the date terminated in accordance with the terms of either the SA or MSA.

Either party may terminate this SA upon 60 days prior written notice.

D. APPORTIONMENT OF RISK

The rights, obligations and liabilities of PROVIDER and RECEIVER are detailed in the MSA that governs this SA. Should services not be delivered in accordance with the type, quantity and quality detailed in this SA, RECEIVER can seek recourse as allowed by the MSA.

As per Section 2 of the MSA, either the PROVIDER or the RECEIVER can request revisions to the SA. This could occur when:

- The level of service required by and/or provided to the RECEIVER changes during the Time Period; or
- The PROVIDER's actual cost to perform the service varies from the budgeted cost to perform the service.

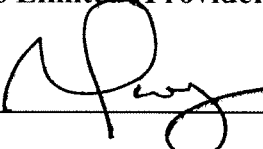
E. APPROVAL

It is hereby acknowledged that RECEIVER has requested and PROVIDER has agreed to deliver the services, products and resources detailed in this SA.

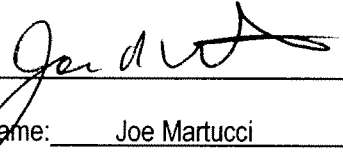
PROVIDER agrees that it will:

- (a) comply promptly with all requests made to the RECEIVER that originate from or are authorized by a regulating body (eg. Ontario Energy Board) for information with respect to
 - (i) the services, resources or products provided under this SA; and
 - (ii) the cost to the PROVIDER of providing any service, resource or product under this SA; and
- (b) include equivalent provisions in any contracts that PROVIDER enters into with another affiliate for the purpose of providing any service, resource or product used in the provision of a service, resource, or product to RECEIVER.

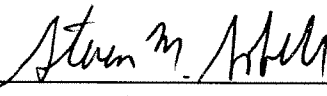
Union Gas Limited (Provider)

Per: 
Print Name: Brian DeRooy

Title: Director, Insurance Claims
Date: March 20, 2012

Per: 
Print Name: Joe Martucci
Title: Vice President Finance
Date: 3-22-2012

Spectra Energy Services LLC (Receiver)

Per: 
Print Name: Steve Sobell

Title: VP
Date: April 3, 2012

Per: _____
Print Name: _____
Title: _____
Date: _____

SA: Union to SE Insurance Services

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (“Receiver”)
and
Union Gas Limited (“Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: INSURANCE SERVICES

Claims Management

Type

- Provide claims management services on all claims filed, including the establishment of reserves, requesting of claims payments and maintaining a data base to record all claims activity.
- Provide general oversight of and report monthly/quarterly on the claims activity.
- Provide general administrative support and reporting on claims activity as required.

Quantity

- The quantity of work will be based on the actual time spent performing the claims management services.

Price

- Hourly rate is a fully allocated cost based on the average hourly rate for the claims department
- Hourly rate is **\$113.00** Cdn funds

**Business Continuity Planning (BCP) Program Leadership and Sustainment
Integrated Preparedness Planning (IPP)**

Type

Consists of duties such as but not limited to:

- Ensuring relationships between operating units Business Continuity Contact’s (“BCC’s”) and plan stakeholders are established. These relationships will ensure that program enhancements, industry standards and regulation changes, other changes of any kind are shared.
- Promoting consistent business continuity practices by providing guidance to the operating unit groups, including the maintenance and dissemination of program guidelines, methodologies, tools, templates, schedules, FAQ’s etc.
- Coordinating reviews of processes, templates, tools etc. with operating units personnel to improve the effectiveness of the program.
- Assisting operating units with education and training materials / opportunities.

- Compiling program-wide information (e.g., key financial, operational, and recovery information) as requested by the Director, IPP / ECMT etc.
- Publishing bi-monthly status reports of individual plan holder situations
- Facilitating the coordination and integration of operating unit groups and service providers where as appropriate.
- Reviewing recovery solutions involving multiple operating unit groups to ensure they are delivered at the best value to Spectra Energy.
- Staying apprised of applicable laws and regulations and sharing the information appropriately.
- Annually assessing the criteria for determining critical and essential processes and plans.
- Evaluating the Policy and the Program and presenting any recommended changes to the Director, IPP.

Quantity

The amount of effort directed to meeting the RECEIVER's BCP needs is based on the percentage of time that the Manager, Business Continuity Planning / Insurance / Security Services spends performing work to the benefit of the RECEIVER. The allocation is ten (10)%.

Price

Total Price is a fully allocated cost

Direct Cost	Overheads	Total Price
\$16,316	\$10,451	\$26,767

FEES

The charges assessed for Claims Management services listed in Schedule A of this SA will be based on hours worked and are noted in Canadian dollars. This fee will be charged on a quarterly basis at a rate of **\$113.00** per hour. Employee expenses, other purchases and materials issued will be charged separately and will be based on the PROVIDER's costs.

The charges assessed for Business Continuity Planning services listed in Schedule A of this SA are noted in Canadian dollars and sum to \$26,767 per annum. This will be charged at a rate of \$2,231 per month.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Brian DeRooy	Director Insurance Claims	519-436-4584
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 317243

Receiver:

Key Contact: Service

Claims:

Ruth Fletcher	Manager Captive Insurance	713-627-4406
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BCP:

Paul Davis	General Manager Facilities	713-627-5047
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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2012 SA pricing

Notice Date:	June 18, 2012
Effective Date	May 15, 2012
Service Agreement (SA):	Paymaster
Initial Term	Jan 1, 2010 to Dec 31, 2010
SA Term:	No later than Dec 31, 2014
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services, LLC

The charges in Schedule A are revised as of May 15, 2012 which include the following change from January 1, 2012.

Deletion of Violet Patterson

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)
SERVICES DESCRIPTION (Type and Quantity)

Revised effective May 15 to remove Jo-Ann Patterson

PAYMASTER SERVICES

The purpose of this schedule is to provide an understanding of the commitment between Provider and Receiver with respect to the treatment of Provider paid employees assigned to the Receiver.

Type

During the term of this Agreement, Provider shall undertake to do the following:

- Pay the Individuals on behalf of Receiver and maintain benefits programs for the Individuals.
- Grant the Receiver control over Individuals in order to obtain the benefits of the Individuals' technical and managerial skills.
- Release Individuals from any obligations to perform services for Provider or any other party other than Receiver for that same period.
- Maintain books and records that shall be available for Receiver's review.

Quantity

- The list of Individuals will be updated whenever there is a change.

INDIVIDUALS

Employee Name	Effective Date	Employee Number	Department
Dennis Hebert	July 1, 2011	234742	General Manager – Federal Income Tax Accounting and Compliance

FEES

Receiver agrees to reimburse Provider for all amounts paid by Provider on behalf of Receiver with respect to the salaries and the cost of benefits provided to the Individuals. Receiver shall also reimburse Provider for any expenses incurred by Provider on behalf of the Individual or the Receiver. Such amounts shall be calculated in *Canadian dollars*. Fees will be charged monthly.

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services, LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

PAYMASTER SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Vienneau Mgr Affiliate Acctg and Reporting 519-436-5339

Key Contact: Accounting

Lucy Griffioen Senior Finance Analyst 519 436-4600 ext. 2233

Revised for Jan 1 2012

UGL Internal Accounting

IO 317409 TX:GN:TAXATION

Receiver

Key Contact: Service

Key Contact: Accounting

Dana Jorsling-Wilson Manager Acctg Insurance 713-627-4396

2012 SA pricing

Notice Date:	February 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Human Resources Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress LP

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress LP (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

Revised for 2012 Pricing

HR Services Delivery & HRIS

Type

- Develop and deliver the HR tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate Company-wide programs including the employee service awards program, alternate summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Supports the training, documentation and communication on use of HRIS.
- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time & Attendance support.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Compensation

Type

- Responsible for compensation policy development, implementation and maintenance. This includes salary and wage administration and coordinating the job/role evaluation process.
- Responsible for the administration of the incentive pay programs, including budgeting, forecasting and reporting on overall results.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Workforce Planning & Staffing

Type

- Responsible for designing and executing the annual workforce planning process across Canada and US including all phases of related communications, training, deployment, collection of data, etc.
- Develop, recommend and implement Canadian staffing and campus strategies, services, tools and systems to enhance the Company's ability to manage staffing/resource needs, meet client's needs and comply with legislative requirements.
- Facilitate collaboration with multiple stakeholders in revising, developing, executing and communicating staffing tools, programs and processes.
- Ensure staffing vendor service levels are maintained & manage contract maintenance.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Development & Performance

Type

- Establish and implement strategy and processes related to employee, manager and executive development.
- Establish and implement strategy and process relating to employee performance review, competency models, rating scale definitions and manager support tools.
- Execute annual succession planning process for Canada LTIP's, Rising Leaders and high potential management.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Table 1 Summary of Allocations

**Union Gas ---- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	HR Services	Direct Assign, Time & headcount	23.4%	57.1%	0.7%	1.4%	3.0%	14.3%	100.00%	42.93%
2	Benefits	Direct Assign, Time & headcount	21.7%	73.2%	1.1%	1.3%	2.8%		100.00%	26.85%
3	Compensation	Direct Assign, Time & headcount	23.9%	58.2%	0.8%	1.5%	3.1%	12.6%	100.00%	41.79%
4	Employee Relations	Direct Assign, Time & headcount	1.2%	97.9%	0.7%	0.1%	0.2%		100.00%	2.11%
5	Workforce Planning	Direct Assign, Time & headcount	21.9%	53.3%	0.7%	1.3%	2.8%	20.0%	100.00%	46.72%
6	Development & Performance	Direct Assign, Time & headcount	24.6%	59.9%	0.8%	1.5%	3.2%	10.0%	100.00%	40.06%
7	Budget Reduction	Average of all allocations	15.5%	75.3%	0.8%	0.9%	2.0%	5.5%	100.00%	24.71%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- HR 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		801,797	3,899,576	42,280	49,003	103,076	283,869	5,179,601	1,280,025
Overheads		722,768	3,400,758	37,402	44,173	92,916	254,731	4,552,748	1,151,990
Total		1,524,565	7,300,334	79,682	93,177	195,993	538,599	9,732,350	2,432,015
Monthly (12 months)		\$ 127,047	\$ 608,361	\$ 6,640	\$ 7,765	\$ 16,333	\$ 44,883	\$ 811,029	\$ 202,668
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	HR Services								
	Direct Costs	262,635	639,568	8,302	16,051	33,763	160,316	1,120,637	481,069
	Overheads	243,282	592,440	7,691	14,869	31,275	148,502	1,038,059	445,619
	Total	505,918	1,232,008	15,993	30,920	65,039	308,818	2,158,696	926,688
	Monthly (12 months)	\$ 42,160	\$ 102,667	\$ 1,333	\$ 2,577	\$ 5,420	\$ 25,735	\$ 179,891	\$ 77,224
2	Benefits								
	Direct Costs	302,650	1,021,728	14,939	18,497	38,908	-	1,396,722	374,994
	Overheads	272,676	920,539	13,460	16,665	35,054	-	1,258,395	337,856
	Total	575,327	1,942,268	28,399	35,162	73,962	-	2,655,118	712,850
	Monthly (12 months)	\$ 47,944	\$ 161,856	\$ 2,367	\$ 2,930	\$ 6,163	\$ -	\$ 221,260	\$ 59,404
3	Compensation								
	Direct Costs	142,321	346,579	4,499	8,698	18,296	75,022	595,416	248,837
	Overheads	109,807	267,402	3,471	6,711	14,116	57,883	459,392	191,990
	Total	252,128	613,982	7,970	15,409	32,413	132,906	1,054,808	440,826
	Monthly (12 months)	\$ 21,011	\$ 51,165	\$ 664	\$ 1,284	\$ 2,701	\$ 11,075	\$ 87,901	\$ 36,736
4	Employee Relations								
	Direct Costs	21,511	1,776,736	12,781	1,315	2,765	-	1,815,108	38,372
	Overheads	17,267	1,426,206	10,259	1,055	2,220	-	1,457,007	30,801
	Total	38,778	3,202,942	23,040	2,370	4,985	-	3,272,115	69,173
	Monthly (12 months)	\$ 3,232	\$ 266,912	\$ 1,920	\$ 198	\$ 415	\$ -	\$ 272,676	\$ 5,764
5	Workforce Planning								
	Direct Costs	34,791	84,722	1,100	2,126	4,473	31,803	159,015	74,293
	Overheads	31,408	76,485	993	1,920	4,038	28,711	143,554	67,069
	Total	66,199	161,207	2,093	4,046	8,510	60,514	302,569	141,362
	Monthly (12 months)	\$ 5,517	\$ 13,434	\$ 174	\$ 337	\$ 709	\$ 5,043	\$ 25,214	\$ 11,780
6	Development & Performance								
	Direct Costs	63,431	154,466	2,005	3,877	8,154	25,770	257,703	103,237
	Overheads	48,327	117,686	1,528	2,954	6,213	19,634	196,341	78,655
	Total	111,758	272,152	3,533	6,830	14,367	45,404	454,044	181,892
	Monthly (12 months)	\$ 9,313	\$ 22,679	\$ 294	\$ 569	\$ 1,197	\$ 3,784	\$ 37,837	\$ 15,158
7	Budget Reduction								
	Direct Costs	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	-40,776
	Overheads	-	-	-	-	-	-	-	-
	Total	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	- 40,776
	Monthly (12 months)	-\$ 2,128	-\$ 10,352	-\$ 112	-\$ 130	-\$ 274	754	-\$ 13,750	-\$ 3,398

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress LP (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Human Resource Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Ydreos	Senior Director Benefits	519-436-4596
Mark Heavens	Manager Payroll Delivery US/Can	519-436-4600 ext. 2484
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext. 2762
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 317407

Receiver

Key Contact: Service

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Information Technology Infrastructure Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

ITI and IS SERVICES

Updated for 2012 pricing

ITI Management

Type

- Provide management of all ITI requirements and services.

ITI UNIX, DATA MGMT, SYS MGMT, P&C

Type

- Manage the lifecycle, upgrades or major changes to the AIX servers and data storage (both disk and tape) for WINTEL and AIX servers. Also provides Data Centre and Field Office Computer Room Management. Also performs the monitoring of the environment, the scheduling of jobs-including completion monitoring, create and execute the electronic distribution of data and applications, design and execute the backup and recovery of data and applications.
- Facilitate the review and approval of all infrastructure and application changes, management of large scale system changes, issuing daily problem/change reports and leading cross functional teams in resolution of system problems significantly impacting the business operations of any of the operation companies supported.

ITI Security – Control Systems

Type

- Lead regular forums of key Spectra Energy control system representatives to provide input to security direction, governance and working plans.
- Maintain a record of Control Systems implemented across Spectra Energy. Track any control system security gaps, measure risk levels and develop remediation plans necessary to close critical and important issues.
- Provide advice on cyber controls for control systems and maintain these in the IT 6000 policies and standards.

ITI Security – Admin and Policy.

Type

- Provide support and management of all the security processes, procedures and tools necessary to manage access to computing infrastructure.

- Provide awareness about the importance of cyber security and reduce the risk through education and regular communications using various media such as stand-up sessions, CBT's and the portal.
- Manage the CIRT (Critical Incident Response Team) security process.

ITI CTS, Desktop Delivery, AD/Exchange

Type

- Provide support and management of the corporate e-mail system including Active Directory services and the Blackberry Enterprise E-mail Services.
- Manage the lifecycle, upgrades or major changes to the workstations including overall management of the image and login scripts. In addition, support the Citrix application.

ITI Telecom – Data, Voice, Radio, Firewall

Type

- Provide support and management of the data network that supports the general business office applications such as E-mail, as well as the voice network (including the phone switches and voice mail systems). This group is responsible for the design of the various networks, testing new technologies, implementing changes, resolving internal network problems and managing problems to resolution with the telecommunication providers.

ITI Business Management

Type

- Provide support for governance and compliance of the enterprise IT infrastructure organization, including financial management and reporting, contract management, and performance reporting.

IT Architecture & Policy (Governance)

Type

- To provide IT Architecture & Policy services for Spectra Energy. IT Policies, covering areas such as security, email management and software licensing are required in order to clearly articulate Spectra position and provide a benchmark for monitoring and measuring compliance. IT Architecture provides a technology roadmap for the company, helping to assure that technology choices (made on a project by project basis), are well aligned and cost effective. Specific deliverables include;

- maintenance of IT Policies & Procedures (in conjunction with the respective IT area),
- maintenance of the Standard Product List (including the active management of emerging and declining products),
- co-ordination of security architecture and policies,
- maintenance of the IT Portal presence (IT Home, IT Standards),
- provision of architectural consulting services to project teams and external providers, and
- provision of Gartner research services (Business and IT).

ITI Remedy Application Support (Help Desk)

Type

- Telecommunications services associated with connecting the Help Desk provider to the Spectra voice and data network as well as the support of the Help Desk problem tracking software application (Remedy).

Quantity

The total allocation to RECEIVER is summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas --- ITI 2012 O&M Budget Allocation Business Unit Cost Driver Analysis									
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit						Total Affiliate
			BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	
1	ITI Management		23.2%	72.1%	2.3%	2.3%		100.00%	27.88%
2	CTS/Web Wintel		25.7%	71.6%	1.2%	1.5%		100.00%	28.38%
3	Unix, Data Mgmt, Sys Mgmt, P&C		27.8%	71.7%		0.6%		100.00%	28.31%
4	Security - Control Systems		26.5%	29.2%	1.1%	8.0%	35.1%	100.00%	70.75%
5	Security - Admin		19.2%	41.5%	2.2%	2.2%	35.0%	100.00%	58.49%
6	Client Liason			100.0%				100.00%	
7	Telecom - Data, Voice, Radio, Firewall		21.4%	74.9%	1.5%	2.2%		100.00%	25.09%
8	Business Management		32.9%	62.8%	2.0%	2.3%		100.00%	37.21%
9	Help Desk		20.0%	46.0%	2.0%	3.0%	29.0%	100.00%	54.00%
10	IT Corporate						100.0%	100.00%	100.00%
11	IT Governance		17.0%	37.0%	2.0%	2.0%	42.0%	100.00%	63.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas --- ITI 2012 O&M Budget Allocation SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		1,185,334	12,820,980	58,499	101,237	768,793	14,934,842	2,113,862
Overheads		998,518	2,560,344	47,991	85,947	671,421	4,364,220	1,803,876
Total		2,183,852	15,381,324	106,489	187,184	1,440,213	19,299,062	3,917,738
Monthly (12 months)		\$ 181,988	\$ 1,281,777	\$ 8,874	\$ 15,599	\$ 120,018	\$ 1,608,255	\$ 326,478
Summary By Service								
Check Sum		ok	ok	ok	ok	ok	ok	ok
ITI Management								
Direct Costs		54,094	167,898	5,409	5,409	-	232,811	64,913
Overheads		50,547	156,888	5,055	5,055	-	217,544	60,656
Total		104,641	324,786	10,464	10,464	-	450,355	125,569
Monthly (12 months)		\$ 8,720	\$ 27,065	\$ 872	\$ 872	\$ -	\$ 37,530	\$ 10,464
CTS/Web Wintel								
Direct Costs		220,943	615,466	9,961	12,924	-	859,294	243,828
Overheads		155,025	431,843	6,989	9,068	-	602,926	171,083
Total		375,968	1,047,309	16,951	21,992	-	1,462,220	414,911
Monthly (12 months)		\$ 31,331	\$ 87,276	\$ 1,413	\$ 1,833	\$ -	\$ 121,852	\$ 34,576
Unix, Data Mgmt, Sys Mgmt, P&C								
Direct Costs		301,702	779,283	-	6,001	-	1,086,986	307,703
Overheads		274,835	709,885	-	5,467	-	990,186	280,301
Total		576,537	1,489,168	-	11,468	-	2,077,172	588,005
Monthly (12 months)		\$ 48,045	\$ 124,097	\$ -	\$ 956	\$ -	\$ 173,098	\$ 49,000
Security - Control Systems								
Direct Costs		93,547	103,344	4,023	28,371	124,055	353,341	249,996
Overheads		90,917	100,439	3,910	27,574	120,567	343,407	242,968
Total		184,463	203,784	7,933	55,945	244,622	696,748	492,965
Monthly (12 months)		\$ 15,372	\$ 16,982	\$ 661	\$ 4,662	\$ 20,385	\$ 58,062	\$ 41,080
Security - Admin								
Direct Costs		81,146	175,698	9,173	9,173	148,110	423,300	247,602
Overheads		78,403	169,757	8,862	8,862	143,102	408,987	239,229
Total		159,549	345,456	18,035	18,035	291,212	832,286	486,831
Monthly (12 months)		\$ 13,296	\$ 28,788	\$ 1,503	\$ 1,503	\$ 24,268	\$ 69,357	\$ 40,569
Telecom - Data, Voice, Radio, Firewall								
Direct Costs		187,945	657,848	12,962	19,443	-	878,198	220,350
Overheads		150,484	526,726	10,378	15,567	-	703,156	176,430
Total		338,430	1,184,574	23,340	35,010	-	1,581,353	396,780
Monthly (12 months)		\$ 28,202	\$ 98,714	\$ 1,945	\$ 2,917	\$ -	\$ 131,779	\$ 33,065
Business Management								
Direct Costs		177,203	338,569	10,869	12,597	-	539,238	200,669
Overheads		159,727	305,177	9,797	11,354	-	486,055	180,878
Total		336,930	643,746	20,665	23,951	-	1,025,293	381,547
Monthly (12 months)		\$ 28,078	\$ 53,646	\$ 1,722	\$ 1,996	\$ -	\$ 85,441	\$ 31,796
Help Desk								
Direct Costs		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Overheads		-	-	-	-	-	-	-
Total		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Monthly (12 months)		\$ 2,028	\$ 4,665	\$ 203	\$ 304	\$ 2,941	\$ 10,142	\$ 5,477
IT Governance								
Direct Costs		31,175	67,852	3,668	3,668	77,021	183,383	115,531
Overheads		25,491	55,480	2,999	2,999	62,977	149,945	94,465
Total		56,666	123,331	6,667	6,667	139,998	333,328	209,996
Monthly (12 months)		\$ 4,722	\$ 10,278	\$ 556	\$ 556	\$ 11,666	\$ 27,777	\$ 17,500

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: ITI and IS Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Joan Hackett	Project Manager	519-436-4600 ext. 2269
Heather Beselaere	Business Management Specialist II	519-436-4600 ext. 2032
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317408 - ITI Services

IO # 317202– IS Services

Receiver

Key Contact: Service

Tim Gracel	Vice President NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Business Applications Canada – SAP System Support
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress Limited Partnership

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
between
Spectra Energy Empress Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Updated for 2012 Pricing

SAP System Support

Type

- Support and/or perform the maintenance, enhancement, upgrading and testing of the SAP system as requested / required.
- Support and/or perform the management of system access / security.
- Support and/or perform system reporting functions and ad hoc programming and report creation as requested/required.

Quantity

- 1.5 FTE of staff time is directed to affiliates. The allocation to affiliate business units is based on SAP module support. The total allocation to RECEIVER is summarized in Table 1.
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Table 1 - Summary of Allocations

**Union Gas ---- Business Applications Canada Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit						Business Units Total	Total Affiliate
			BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS			
1	Business App	Time Spent/SAP Module	7.6%	90.6%	0.8%	0.95%	0.05%		100.00%	9.40%

Price

- The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- Business Applications Canada Services 2012 O&M Budget Allocation SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS	Business Units Total	Total Affiliate
Direct Costs		109,608	1,312,477	12,135	13,742	708	1,448,670	136,193
Overheads		99,421	627,810	11,007	12,465	642	751,345	123,535
Total		209,029	1,940,287	23,142	26,207	1,351	2,200,015	259,728
Monthly (12 months)		\$ 17,419	\$ 161,691	\$ 1,928	\$ 2,184	\$ 113	\$ 183,335	\$ 21,644

Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
Spectra Energy Empress Limited Partnership (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Glen Reaume	Manager Business Applications Canada	519-358-4432
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 317410

Receiver

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Supply Chain Centre of Excellence
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress LP

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: SUPPLY CHAIN CENTRE OF EXCELLENCE

Updated for 2012 pricing

Enterprise Sourcing

Type

The Enterprise Sourcing group is responsible for enterprise sourcing of products and entering into contract negotiations that benefit all Spectra companies. Contract negotiation responsibilities include (but are not necessarily limited to): market analysis, the selection of a vendor, the evaluation of a request for a proposal (“RFP”), assistance in the selection of a particular vendor, negotiation of contracts, and the establishment of appropriate terms and conditions.

Other services provided by the Enterprise Sourcing group include:

- Establishment and advancement of enterprise strategy and policy related to procurement and logistics;
- Establishment of common requirements and standards for procurement and logistics products and services where appropriate;
- Sourcing and contracting for enterprise commodities and services;
- Developing supplier programs and managing strategic vendor relationships;
- Communicating and rolling out contracts and buying programs

Quantity

- Costs are allocated based on number of contracts negotiated. The allocations are summarized in Table 1 below.

Fleet Services

Type

- provide a range of fleet management services which include the development of specifications, evaluating and purchasing of vehicles and mobile equipment, and outfitting packages.
- manage policies and monitor the fleet to ensure safety and legislative compliance, disposal and recovery of proceeds.

Quantity

Costs are allocated based on an estimate of time spent and number of units managed. The allocations are summarized in Table 1 below.

System Process Support Services

Type

- provide analytical support related to Supply Chain systems and process.

Quantity

Costs are allocated based on an estimate of time spent. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas ---- Supply Chain Centre of Excellence										
2012 O&M Budget Allocation										
Business Unit Cost Driver Analysis										
Cost Driver Volume--% of Budget to Business Unit										
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
1	Enterprise Sourcing	No. of Contracts	23.0%	44.0%				33.0%	100.00%	56.00%
2	Fleet Services	Cost Per OPCO	15.1%	28.9%	1.9%	6.0%	3.9%	44.1%	100.00%	71.06%
3	System Process Support	Time Spent	40.00%	40.00%				20.00%	100.00%	60.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas — Supply Chain Centre of Excellence 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
Direct Costs		183,037	319,859	4,856	15,619	10,102	289,521	822,994	503,135
Overheads		143,884	249,608	3,292	10,589	6,849	219,453	633,675	384,067
Total		326,921	569,467	8,149	26,208	16,951	508,974	1,456,669	887,202
Monthly (12 months)		\$ 27,243	\$ 47,456	\$ 679	\$ 2,184	\$ 1,413	\$ 42,414	\$ 121,389	\$ 73,934
Summary By Service		-	-	-	-	-	-	-	-
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Enterprise Sourcing								
	Direct Costs	110,670	211,716	-	-	-	158,787	481,173	269,457
	Overheads	89,229	170,699	-	-	-	128,025	387,953	217,254
	Total	199,899	382,415	-	-	-	286,812	869,126	486,711
	Monthly (12 months)	\$ 16,658	\$ 31,868	\$ -	\$ -	\$ -	\$ 23,901	\$ 72,427	\$ 40,559
2	Fleet Services								
	Direct Costs	38,980	74,756	4,856	15,619	10,102	114,040	258,353	183,598
	Overheads	26,427	50,681	3,292	10,589	6,849	77,314	175,152	124,471
	Total	65,407	125,437	8,149	26,208	16,951	191,355	433,506	308,069
	Monthly (12 months)	\$ 5,451	\$ 10,453	\$ 679	\$ 2,184	\$ 1,413	\$ 15,946	\$ 36,125	\$ 25,672
3	System Process Support								
	Direct Costs	33,387	33,387	-	-	-	16,694	83,468	50,081
	Overheads	28,228	28,228	-	-	-	14,114	70,570	42,342
	Total	61,615	61,615	-	-	-	30,808	154,038	92,423
	Monthly (12 months)	\$ 5,135	\$ 5,135	\$ -	\$ -	\$ -	\$ 2,567	\$ 12,836	\$ 7,702

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)
SA: Supply Chain Shared Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Ken DeWolf	Manager Fleet Services	519-436-5308
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 317406

Receiver:

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

	Business Unit Cost Driver Activity														
	Cost Driver Volume--% of Budget to Business Unit														
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$ 11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress Limited Partnership (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Pension Plan Accounting

Type

- Reconcile pension plan reports.
- Calculation and remittance of pension plan funding
- Record management fee and audit fee accrual.
- Year-end reporting and filing for Pension Plans and Master Trust.
- Prepare complete set of financial statements including the notes.
- Liaise with the external auditors.
- Complete audit working papers.
- Maintain signing authority and pension accounts.
- Liaise with CIBC Mellon and Towers Perrin and Clarica.
- Prepare “Holding Report Generator”.
- Prepare Quarterly Analysis of Funds per Fund Manager to Fund Balance per CIBC.
- Report to the advisory committee as necessary.
- File and maintain Fund Manager reports.
- File and maintaining CIBC Mellon, Towers Perrin and Clarica reports.
- Daily review of cash balance provided by CIBC Mellon to verify that cash is well managed.
- Quarterly reporting for Statistics Canada.
- Provide management oversight of pension plan accounting activities

Quantity

- The cost of pension accounting is allocated to affiliates based on time spent and then allocated among the affiliates based on head count. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit													
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Controller
2011 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	HTLP	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Business Units Total	Total Affiliate
Direct Costs		111,165	7,481,423	15,083	65,060	28,568	21,130	40,537	7,000	15,304	7,785,270	303,847
Overheads		102,677	6,364,916	13,810	59,569	26,157	19,347	37,145	6,465	14,136	6,644,223	279,307
Total		213,841	13,846,338	28,894	124,629	54,725	40,478	77,683	13,465	29,440	14,429,493	583,155
Monthly (12 months)		\$ 17,820	\$ 1,153,862	\$ 2,408	\$ 10,386	\$ 4,560	\$ 3,373	\$ 6,474	\$ 1,122	\$ 2,453	\$ 1,202,458	\$ 48,596
Summary By Service												
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting												
Direct Costs		111,165	77,078	-	-	-	-	3,559	7,000	15,304	214,106	137,028
Overheads		102,677	71,193	-	-	-	-	3,287	6,465	14,136	197,758	126,565
Total		213,841	148,271	-	-	-	-	6,847	13,465	29,440	411,864	263,593
Monthly (12 months)		\$ 17,820	\$ 12,356	\$ -	\$ -	\$ -	\$ -	\$ 571	\$ 1,122	\$ 2,453	\$ 34,322	\$ 21,966

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Environmental Health & Safety (EHS) Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Empress L.P.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS Management System Review, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.
- Complete Corporate Initiatives to assist OpCo in meeting SE EHS Management System performance requirements.

Quantity

- The Corporate Canada EHS budget is allocated to Union and affiliates based on headcount. The allocations are summarized in Table 1.

Table 1 - Summary of Allocations

<p style="text-align: center;">Union Gas — EH&S 2012 O&M Budget Allocation Business Unit Cost Driver Analysis</p>										
Line #	Activity	Cost Driver	Cost Driver Volume—% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EHS Staff and Expenseses	Headcount	17.0%	41.0%	0.6%	1.1%	2.21%	38.13%	100.00%	59.05%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- EH&S 2012 O&M Budget Allocation SLA Summary								
	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673
Summary By Service								
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #								
1	EHS Staff and Expenseses							
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Empress L.P. (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Greco	Director Corporate EH and S	519-436-4654
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Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 342243

Receiver:

Tim Gracel	VP NGL Marketing	403-699-1706
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Key Contact: Accounting

Peter Hoy	Manager NGL Accounting	403-699-1766
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2012 SA pricing

Notice Date:	February 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Human Resources Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

Revised for 2012 Pricing

HR Services Delivery & HRIS

Type

- Develop and deliver the HR tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate Company-wide programs including the employee service awards program, alternate summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Supports the training, documentation and communication on use of HRIS.
- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time & Attendance support.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Compensation

Type

- Responsible for compensation policy development, implementation and maintenance. This includes salary and wage administration and coordinating the job/role evaluation process.
- Responsible for the administration of the incentive pay programs, including budgeting, forecasting and reporting on overall results.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Workforce Planning & Staffing

Type

- Responsible for designing and executing the annual workforce planning process across Canada and US including all phases of related communications, training, deployment, collection of data, etc.
- Develop, recommend and implement Canadian staffing and campus strategies, services, tools and systems to enhance the Company's ability to manage staffing/resource needs, meet client's needs and comply with legislative requirements.
- Facilitate collaboration with multiple stakeholders in revising, developing, executing and communicating staffing tools, programs and processes.
- Ensure staffing vendor service levels are maintained & manage contract maintenance.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Development & Performance

Type

- Establish and implement strategy and processes related to employee, manager and executive development.
- Establish and implement strategy and process relating to employee performance review, competency models, rating scale definitions and manager support tools.
- Execute annual succession planning process for Canada LTIP's, Rising Leaders and high potential management.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Table 1 Summary of Allocations

**Union Gas ---- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	HR Services	Direct Assign, Time & headcount	23.4%	57.1%	0.7%	1.4%	3.0%	14.3%	100.00%	42.93%
2	Benefits	Direct Assign, Time & headcount	21.7%	73.2%	1.1%	1.3%	2.8%		100.00%	26.85%
3	Compensation	Direct Assign, Time & headcount	23.9%	58.2%	0.8%	1.5%	3.1%	12.6%	100.00%	41.79%
4	Employee Relations	Direct Assign, Time & headcount	1.2%	97.9%	0.7%	0.1%	0.2%		100.00%	2.11%
5	Workforce Planning	Direct Assign, Time & headcount	21.9%	53.3%	0.7%	1.3%	2.8%	20.0%	100.00%	46.72%
6	Development & Performance	Direct Assign, Time & headcount	24.6%	59.9%	0.8%	1.5%	3.2%	10.0%	100.00%	40.06%
7	Budget Reduction	Average of all allocations	15.5%	75.3%	0.8%	0.9%	2.0%	5.5%	100.00%	24.71%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- HR 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		801,797	3,899,576	42,280	49,003	103,076	283,869	5,179,601	1,280,025
Overheads		722,768	3,400,758	37,402	44,173	92,916	254,731	4,552,748	1,151,990
Total		1,524,565	7,300,334	79,682	93,177	195,993	538,599	9,732,350	2,432,015
Monthly (12 months)		\$ 127,047	\$ 608,361	\$ 6,640	\$ 7,765	\$ 16,333	\$ 44,883	\$ 811,029	\$ 202,668
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	HR Services								
	Direct Costs	262,635	639,568	8,302	16,051	33,763	160,316	1,120,637	481,069
	Overheads	243,282	592,440	7,691	14,869	31,275	148,502	1,038,059	445,619
	Total	505,918	1,232,008	15,993	30,920	65,039	308,818	2,158,696	926,688
	Monthly (12 months)	\$ 42,160	\$ 102,667	\$ 1,333	\$ 2,577	\$ 5,420	\$ 25,735	\$ 179,891	\$ 77,224
2	Benefits								
	Direct Costs	302,650	1,021,728	14,939	18,497	38,908	-	1,396,722	374,994
	Overheads	272,676	920,539	13,460	16,665	35,054	-	1,258,395	337,856
	Total	575,327	1,942,268	28,399	35,162	73,962	-	2,655,118	712,850
	Monthly (12 months)	\$ 47,944	\$ 161,856	\$ 2,367	\$ 2,930	\$ 6,163	\$ -	\$ 221,260	\$ 59,404
3	Compensation								
	Direct Costs	142,321	346,579	4,499	8,698	18,296	75,022	595,416	248,837
	Overheads	109,807	267,402	3,471	6,711	14,116	57,883	459,392	191,990
	Total	252,128	613,982	7,970	15,409	32,413	132,906	1,054,808	440,826
	Monthly (12 months)	\$ 21,011	\$ 51,165	\$ 664	\$ 1,284	\$ 2,701	\$ 11,075	\$ 87,901	\$ 36,736
4	Employee Relations								
	Direct Costs	21,511	1,776,736	12,781	1,315	2,765	-	1,815,108	38,372
	Overheads	17,267	1,426,206	10,259	1,055	2,220	-	1,457,007	30,801
	Total	38,778	3,202,942	23,040	2,370	4,985	-	3,272,115	69,173
	Monthly (12 months)	\$ 3,232	\$ 266,912	\$ 1,920	\$ 198	\$ 415	\$ -	\$ 272,676	\$ 5,764
5	Workforce Planning								
	Direct Costs	34,791	84,722	1,100	2,126	4,473	31,803	159,015	74,293
	Overheads	31,408	76,485	993	1,920	4,038	28,711	143,554	67,069
	Total	66,199	161,207	2,093	4,046	8,510	60,514	302,569	141,362
	Monthly (12 months)	\$ 5,517	\$ 13,434	\$ 174	\$ 337	\$ 709	\$ 5,043	\$ 25,214	\$ 11,780
6	Development & Performance								
	Direct Costs	63,431	154,466	2,005	3,877	8,154	25,770	257,703	103,237
	Overheads	48,327	117,686	1,528	2,954	6,213	19,634	196,341	78,655
	Total	111,758	272,152	3,533	6,830	14,367	45,404	454,044	181,892
	Monthly (12 months)	\$ 9,313	\$ 22,679	\$ 294	\$ 569	\$ 1,197	\$ 3,784	\$ 37,837	\$ 15,158
7	Budget Reduction								
	Direct Costs	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	-40,776
	Overheads	-	-	-	-	-	-	-	-
	Total	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	- 40,776
	Monthly (12 months)	-\$ 2,128	-\$ 10,352	-\$ 112	-\$ 130	-\$ 274	754	-\$ 13,750	-\$ 3,398

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Human Resource Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Ydreos	Senior Director Benefits	519-436-4596
Mark Heavens	Manager Payroll Delivery US/Can	519-436-4600 ext. 2484
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext. 2762
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 317407

Receiver

Key Contact: Service

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Supply Chain Centre of Excellence
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: SUPPLY CHAIN CENTRE OF EXCELLENCE

Updated for 2012 pricing

Enterprise Sourcing

Type

The Enterprise Sourcing group is responsible for enterprise sourcing of products and entering into contract negotiations that benefit all Spectra companies. Contract negotiation responsibilities include (but are not necessarily limited to): market analysis, the selection of a vendor, the evaluation of a request for a proposal (“RFP”), assistance in the selection of a particular vendor, negotiation of contracts, and the establishment of appropriate terms and conditions.

Other services provided by the Enterprise Sourcing group include:

- Establishment and advancement of enterprise strategy and policy related to procurement and logistics;
- Establishment of common requirements and standards for procurement and logistics products and services where appropriate;
- Sourcing and contracting for enterprise commodities and services;
- Developing supplier programs and managing strategic vendor relationships;
- Communicating and rolling out contracts and buying programs

Quantity

- Costs are allocated based on number of contracts negotiated. The allocations are summarized in Table 1 below.

Fleet Services

Type

- provide a range of fleet management services which include the development of specifications, evaluating and purchasing of vehicles and mobile equipment, and outfitting packages.
- manage policies and monitor the fleet to ensure safety and legislative compliance, disposal and recovery of proceeds.

Quantity

Costs are allocated based on an estimate of time spent and number of units managed. The allocations are summarized in Table 1 below.

System Process Support Services

Type

- provide analytical support related to Supply Chain systems and process.

Quantity

Costs are allocated based on an estimate of time spent. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas — Supply Chain Centre of Excellence
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
1	Enterprise Sourcing	No. of Contracts	23.0%	44.0%				33.0%	100.00%	56.00%
2	Fleet Services	Cost Per OPCO	12.2%	23.5%	1.5%	4.9%	3.2%	54.7%	100.00%	76.54%
3	System Process Support	Time Spent	40.00%	40.00%				20.00%	100.00%	60.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas ---- Supply Chain Centre of Excellence 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US	Business Units Total	Total Affiliate
Direct Costs		175,659	305,710	3,937	12,663	8,190	316,835	822,994	517,284
Overheads		138,882	240,016	2,669	8,585	5,552	237,971	633,675	393,659
Total		314,541	545,726	6,606	21,248	13,742	554,806	1,456,669	910,944
Monthly (12 months)		\$ 26,212	\$ 45,477	\$ 551	\$ 1,771	\$ 1,145	\$ 46,234	\$ 121,389	\$ 75,912
Summary By Service		-	-	-	-	-	-		
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	Enterprise Sourcing								
	Direct Costs	110,670	211,716	-	-	-	158,787	481,173	269,457
	Overheads	89,229	170,699	-	-	-	128,025	387,953	217,254
	Total	199,899	382,415	-	-	-	286,812	869,126	486,711
	Monthly (12 months)	\$ 16,658	\$ 31,868	\$ -	\$ -	\$ -	\$ 23,901	\$ 72,427	\$ 40,559
2	Fleet Services								
	Direct Costs	31,602	60,606	3,937	12,663	8,190	141,355	258,353	197,747
	Overheads	21,425	41,089	2,669	8,585	5,552	95,832	175,152	134,064
	Total	53,027	101,695	6,606	21,248	13,742	237,187	433,506	331,811
	Monthly (12 months)	\$ 4,419	\$ 8,475	\$ 551	\$ 1,771	\$ 1,145	\$ 19,766	\$ 36,125	\$ 27,651
3	System Process Support								
	Direct Costs	33,387	33,387	-	-	-	16,694	83,468	50,081
	Overheads	28,228	28,228	-	-	-	14,114	70,570	42,342
	Total	61,615	61,615	-	-	-	30,808	154,038	92,423
	Monthly (12 months)	\$ 5,135	\$ 5,135	\$ -	\$ -	\$ -	\$ 2,567	\$ 12,836	\$ 7,702

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Supply Chain Shared Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Ken DeWolf	Manager Fleet Services	519-436-5308
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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Revenue IO # 317406

Receiver:

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

Union Gas ---- Taxation Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

	Cost Driver Volume--% of Budget to Business Unit														
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver:

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: FINANCE SERVICES

Pension Plan Accounting

Type

- Reconcile pension plan reports.
- Calculation and remittance of pension plan funding
- Record management fee and audit fee accrual.
- Year-end reporting and filing for Pension Plans and Master Trust.
- Prepare complete set of financial statements including the notes.
- Liaise with the external auditors.
- Complete audit working papers.
- Maintain signing authority and pension accounts.
- Liaise with CIBC Mellon and Towers Perrin and Clarica.
- Prepare “Holding Report Generator”.
- Prepare Quarterly Analysis of Funds per Fund Manager to Fund Balance per CIBC.
- Report to the advisory committee as necessary.
- File and maintain Fund Manager reports.
- File and maintaining CIBC Mellon, Towers Perrin and Clarica reports.
- Daily review of cash balance provided by CIBC Mellon to verify that cash is well managed.
- Quarterly reporting for Statistics Canada.
- Provide management oversight of pension plan accounting activities

Quantity

- The cost of pension accounting is allocated to affiliates based on time spent and then allocated among the affiliates based on head count. The allocations are summarized in Table 1.

Accounts Payable

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

**Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Cost Driver Volume--% of Budget to Business Unit															
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
1	Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%	64.00%
2	Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%	10.83%
3	Other			100.0%										100.00%	
4	Management Not Included Above			100.0%										100.00%	
5	Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%	67.07%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Controller
2011 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	HTLP	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Business Units Total	Total Affiliate
Direct Costs		111,165	7,481,423	15,083	65,060	28,568	21,130	40,537	7,000	15,304	7,785,270	303,847
Overheads		102,677	6,364,916	13,810	59,569	26,157	19,347	37,145	6,465	14,136	6,644,223	279,307
Total		213,841	13,846,338	28,894	124,629	54,725	40,478	77,683	13,465	29,440	14,429,493	583,155
Monthly (12 months)		\$ 17,820	\$ 1,153,862	\$ 2,408	\$ 10,386	\$ 4,560	\$ 3,373	\$ 6,474	\$ 1,122	\$ 2,453	\$ 1,202,458	\$ 48,596
Summary By Service												
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Pension Accounting												
Direct Costs		111,165	77,078	-	-	-	-	3,559	7,000	15,304	214,106	137,028
Overheads		102,677	71,193	-	-	-	-	3,287	6,465	14,136	197,758	126,565
Total		213,841	148,271	-	-	-	-	6,847	13,465	29,440	411,864	263,593
Monthly (12 months)		\$ 17,820	\$ 12,356	\$ -	\$ -	\$ -	\$ -	\$ 571	\$ 1,122	\$ 2,453	\$ 34,322	\$ 21,966

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Finance Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers and key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Environmental Health & Safety (EHS) Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”) dated January 1, 2009
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 pricing

SA: Environmental Health & Safety (EHS) Services

Type

Aggressively manage Spectra Energy’s EHS risks through continued implementation of the EHS Management Systems

- Define Performance Standards (set the minimal expectations for OpCo conformance with our SE EHS Management System)
- Monitor Performance (primarily through the EHS Management System Review, statistical analysis – trends analysis, and make recommendations to the Spectra Energy EHS Committee for continued performance improvements)
- Oversee the OpCo Regulatory Compliance and Conformance strategy, monitor performance for adequacy and effectiveness.
- To inform senior Spectra Energy management of EHS Performance within Spectra Energy
- On behalf of and through the authority/direction of the SET EHS Committee.
- Complete Corporate Initiatives to assist OpCo in meeting SE EHS Management System performance requirements.

Quantity

- The Corporate Canada EHS budget is allocated to Union and affiliates based on headcount. The allocations are summarized in Table 1.

Table 1 - Summary of Allocations

<p style="text-align: center;">Union Gas ---- EH&S 2012 O&M Budget Allocation Business Unit Cost Driver Analysis</p>										
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit							
			BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
1	EHS Staff and Expenses	Headcount	17.0%	41.0%	0.6%	1.1%	2.21%	38.13%	100.00%	59.05%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- EH&S 2012 O&M Budget Allocation SLA Summary								
	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10748/49	Spectra US	Business Units Total	Total Affiliate
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673
Summary By Service								
Check Sum	ok	ok	ok	ok	ok	ok	ok	ok
Line #								
1	EHS Staff and Expenseses							
Direct Costs	146,899	353,272	4,969	9,472	19,100	328,892	862,604	509,332
Overheads	80,393	193,334	2,719	5,184	10,453	179,992	472,076	278,741
Total	227,292	546,606	7,689	14,656	29,553	508,884	1,334,680	788,074
	\$ 18,941	\$ 45,550	\$ 641	\$ 1,221	\$ 2,463	\$ 42,407	\$ 111,223	\$ 65,673

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Environmental Health & Safety (EHS) Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Paul Greco	Director Corporate EH and S	519-436-4654
Dave Hockin	Mgr.Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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Revenue IO # 342243

Receiver:

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Information Technology Infrastructure Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

ITI and IS SERVICES

Updated for 2012 pricing

ITI Management

Type

- Provide management of all ITI requirements and services.

ITI Security – Control Systems

Type

- Lead regular forums of key Spectra Energy control system representatives to provide input to security direction, governance and working plans.
- Maintain a record of Control Systems implemented across Spectra Energy. Track any control system security gaps, measure risk levels and develop remediation plans necessary to close critical and important issues.
- Provide advice on cyber controls for control systems and maintain these in the IT 6000 policies and standards.

ITI Security – Admin and Policy.

Type

- Provide support and management of all the security processes, procedures and tools necessary to manage access to computing infrastructure.
- Provide awareness about the importance of cyber security and reduce the risk through education and regular communications using various media such as stand-up sessions, CBT's and the portal.
- Manage the CIRT (Critical Incident Response Team) security process.

ITI CTS, Desktop Delivery, AD/Exchange

Type

- Provide support and management of the corporate e-mail system including Active Directory services and the Blackberry Enterprise E-mail Services.
- Manage the lifecycle, upgrades or major changes to the workstations including overall management of the image and login scripts. In addition, support the Citrix application.

ITI Telecom – Data, Voice, Radio, Firewall

Type

- Provide support and management of the data network that supports the general business office applications such as E-mail, as well as the voice network (including the phone switches and voice mail systems). This group is responsible for the design of the various networks, testing new technologies, implementing changes, resolving internal network problems and managing problems to resolution with the telecommunication providers.

ITI Business Management

Type

- Provide support for governance and compliance of the enterprise IT infrastructure organization, including financial management and reporting, contract management, and performance reporting.

IT Architecture & Policy (Governance)

Type

- To provide IT Architecture & Policy services for Spectra Energy. IT Policies, covering areas such as security, email management and software licensing are required in order to clearly articulate Spectra position and provide a benchmark for monitoring and measuring compliance. IT Architecture provides a technology roadmap for the company, helping to assure that technology choices (made on a project by project basis), are well aligned and cost effective. Specific deliverables include;
 - maintenance of IT Policies & Procedures (in conjunction with the respective IT area),
 - maintenance of the Standard Product List (including the active management of emerging and declining products),
 - co-ordination of security architecture and policies,
 - maintenance of the IT Portal presence (IT Home, IT Standards),
 - provision of architectural consulting services to project teams and external providers, and
 - provision of Gartner research services (Business and IT).

ITI Remedy Application Support (Help Desk)

Type

- Telecommunications services associated with connecting the Help Desk provider to the Spectra voice and data network as well as the support of the Help Desk problem tracking software application (Remedy).

Quantity

The total allocation to RECEIVER is summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas ---- ITI 2012 O&M Budget Allocation Business Unit Cost Driver Analysis									
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit					Business Units Total	Total Affiliate
			BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209		
1	ITI Management		23.2%	72.1%	2.3%	2.3%		100.00%	27.88%
2	CTS/Web Wintel		25.7%	71.6%	1.2%	1.5%		100.00%	28.38%
3	Unix, Data Mgmt, Sys Mgmt, P&C		27.8%	71.7%		0.6%		100.00%	28.31%
4	Security - Control Systems		26.5%	29.2%	1.1%	8.0%	35.1%	100.00%	70.75%
5	Security - Admin		19.2%	41.5%	2.2%	2.2%	35.0%	100.00%	58.49%
6	Client Liason			100.0%				100.00%	
7	Telecom - Data, Voice, Radio, Firewall		21.4%	74.9%	1.5%	2.2%		100.00%	25.09%
8	Business Management		32.9%	62.8%	2.0%	2.3%		100.00%	37.21%
9	Help Desk		20.0%	46.0%	2.0%	3.0%	29.0%	100.00%	54.00%
10	IT Corporate						100.0%	100.00%	100.00%
11	IT Governance		17.0%	37.0%	2.0%	2.0%	42.0%	100.00%	63.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas --- ITI 2012 O&M Budget Allocation SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		1,185,334	12,820,980	58,499	101,237	768,793	14,934,842	2,113,862
Overheads		998,518	2,560,344	47,991	85,947	671,421	4,364,220	1,803,876
Total		2,183,852	15,381,324	106,489	187,184	1,440,213	19,299,062	3,917,738
Monthly (12 months)		\$ 181,988	\$1,281,777	\$ 8,874	\$ 15,599	\$ 120,018	\$ 1,608,255	\$ 326,478
Summary By Service								
Check Sum		ok	ok	ok	ok	ok	ok	ok
ITI Management								
Direct Costs		54,094	167,898	5,409	5,409	-	232,811	64,913
Overheads		50,547	156,888	5,055	5,055	-	217,544	60,656
Total		104,641	324,786	10,464	10,464	-	450,355	125,569
Monthly (12 months)		\$ 8,720	\$ 27,065	\$ 872	\$ 872	\$ -	\$ 37,530	\$ 10,464
CTS/Web Wintel								
Direct Costs		220,943	615,466	9,961	12,924	-	859,294	243,828
Overheads		155,025	431,843	6,989	9,068	-	602,926	171,083
Total		375,968	1,047,309	16,951	21,992	-	1,462,220	414,911
Monthly (12 months)		\$ 31,331	\$ 87,276	\$ 1,413	\$ 1,833	\$ -	\$ 121,852	\$ 34,576
Unix, Data Mgmt, Sys Mgmt, P&C								
Direct Costs		301,702	779,283	-	6,001	-	1,086,986	307,703
Overheads		274,835	709,885	-	5,467	-	990,186	280,301
Total		576,537	1,489,168	-	11,468	-	2,077,172	588,005
Monthly (12 months)		\$ 48,045	\$ 124,097	\$ -	\$ 956	\$ -	\$ 173,098	\$ 49,000
Security - Control Systems								
Direct Costs		93,547	103,344	4,023	28,371	124,055	353,341	249,996
Overheads		90,917	100,439	3,910	27,574	120,567	343,407	242,968
Total		184,463	203,784	7,933	55,945	244,622	696,748	492,965
Monthly (12 months)		\$ 15,372	\$ 16,982	\$ 661	\$ 4,662	\$ 20,385	\$ 58,062	\$ 41,080
Security - Admin								
Direct Costs		81,146	175,698	9,173	9,173	148,110	423,300	247,602
Overheads		78,403	169,757	8,862	8,862	143,102	408,987	239,229
Total		159,549	345,456	18,035	18,035	291,212	832,286	486,831
Monthly (12 months)		\$ 13,296	\$ 28,788	\$ 1,503	\$ 1,503	\$ 24,268	\$ 69,357	\$ 40,569
Telecom - Data, Voice, Radio, Firewall								
Direct Costs		187,945	657,848	12,962	19,443	-	878,198	220,350
Overheads		150,484	526,726	10,378	15,567	-	703,156	176,430
Total		338,430	1,184,574	23,340	35,010	-	1,581,353	396,780
Monthly (12 months)		\$ 28,202	\$ 98,714	\$ 1,945	\$ 2,917	\$ -	\$ 131,779	\$ 33,065
Business Management								
Direct Costs		177,203	338,569	10,869	12,597	-	539,238	200,669
Overheads		159,727	305,177	9,797	11,354	-	486,055	180,878
Total		336,930	643,746	20,665	23,951	-	1,025,293	381,547
Monthly (12 months)		\$ 28,078	\$ 53,646	\$ 1,722	\$ 1,996	\$ -	\$ 85,441	\$ 31,796
Help Desk								
Direct Costs		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Overheads		-	-	-	-	-	-	-
Total		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Monthly (12 months)		\$ 2,028	\$ 4,665	\$ 203	\$ 304	\$ 2,941	\$ 10,142	\$ 5,477
IT Governance								
Direct Costs		31,175	67,852	3,668	3,668	77,021	183,383	115,531
Overheads		25,491	55,480	2,999	2,999	62,977	149,945	94,465
Total		56,666	123,331	6,667	6,667	139,998	333,328	209,996
Monthly (12 months)		\$ 4,722	\$ 10,278	\$ 556	\$ 556	\$ 11,666	\$ 27,777	\$ 17,500

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Midstream Corporation (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: ITI and IS Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Joan Hackett	Manager ITI Business Management	
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317408 - ITI Services

IO # 317202– IS Services

Receiver

Key Contact: Service

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Business Applications Canada – SAP System Support
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Midstream Corporation

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
 between
Spectra Energy Midstream Corporation (the “Receiver”)
 and
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: Updated for 2012 Pricing

SAP System Support

Type

- Support and/or perform the maintenance, enhancement, upgrading and testing of the SAP system as requested / required.
- Support and/or perform the management of system access / security.
- Support and/or perform system reporting functions and ad hoc programming and report creation as requested/required.

Quantity

- 1.5 FTE of staff time is directed to affiliates. The allocation to affiliate business units is based on SAP module support. The total allocation to RECEIVER is summarized in Table 1.
-

Table 1 - Summary of Allocations

**Union Gas ---- Business Applications Canada Services
 2012 O&M Budget Allocation
 Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit						Business Units Total	Total Affiliate
			BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS			
1	Business App	Time Spent/SAP Module	7.6%	90.6%	0.8%	0.95%	0.05%		100.00%	9.40%

Price

- The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- Business Applications Canada Services								
2012 O&M Budget Allocation								
SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	CCS	Business Units Total	Total Affiliate
Direct Costs		109,608	1,312,477	12,135	13,742	708	1,448,670	136,193
Overheads		99,421	627,810	11,007	12,465	642	751,345	123,535
Total		209,029	1,940,287	23,142	26,207	1,351	2,200,015	259,728
Monthly (12 months)		\$ 17,419	\$ 161,691	\$ 1,928	\$ 2,184	\$ 113	\$ 183,335	\$ 21,644

Schedule B to
SERVICE ASSIGNMENT (“SA”)
between
Spectra Energy Midstream Corporation (the “Receiver”)
and
Union Gas Limited (the “Provider”)

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Glen Reaume	Manager Business Applications Canada	519-358-4432
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O # 317410

Receiver:

Marion Burnyeat	Vice President Midstream	403-699-1955
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Key Contact: Accounting

Bill Davidson	Accounting Specialist	403-699-1538
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Government Relations Services
Initial Term	January 1, 2011 to December 31, 2011
SA Term:	No later than December 31, 2015
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services LLC

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Spectra Energy Services LLC (the “Receiver”)
SERVICES DESCRIPTION (Type and Quantity)

SA: GOVERNMENT RELATIONS SERVICES

Updated for 2012 pricing

Type

- Intelligence and advice on federal government activities related to Spectra Energy operations
- Representation of Spectra Energy and Canadian business units to the federal government
- Coordination with Spectra Energy government relations practitioners on matters related to public affairs and branding with government audiences

Quantity

- The amount of effort is based on a forecast of time spent on behalf of each business unit as shown in Table 1 below.
-

Table 1 Summary of Allocations

**Union Gas ---- Government Relations
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Line #	Activity	Cost Driver Volume--% of Budget to Business Unit						
		Cost Driver	BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
1	Government Relations	Assignment % of Time	35.0%	20.0%	15.0%	30.00%	100.00%	80.00%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Government Relations
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU 10733	MNPLP BU 10717	Spectra US	Business Units Total	Total Affiliate
Direct Costs		216,469	123,697	92,772	185,545	618,483	494,787
Overheads		71,374	40,785	30,589	61,178	203,925	163,140
Total		287,843	164,482	123,361	246,722	822,408	657,927
Monthly (12 months)		\$ 23,987	\$ 13,707	\$ 10,280	\$ 20,560	\$ 68,534	\$ 54,827

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Union Gas Limited (the “Provider”)
And
Spectra Energy Services LLC (the “Receiver”)

SA: Government Relations Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Tim Kennedy	VP Federal Govt Affairs	519-436-4596
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Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349
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Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 241567

Receiver

Key Contact: Service

Pete Sheffield	VP Energy Policy & Govt Affairs	202-347-2053
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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2012 SA pricing

Notice Date:	February 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Human Resources Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services LLC

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately. Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: HUMAN RESOURCES SERVICES

Revised for 2012 Pricing

HR Services Delivery & HRIS

Type

- Develop and deliver the HR tools used by clients and the HR Employee Relations / Labour Relations group.
- Coordinate Company-wide programs including the employee service awards program, alternate summer schedule program, etc.
- Coordinate HR Services including employee terminations and career transition programs.
- Provide business system and decision making support, including the preparation of manpower, pay equity and termination reporting. Supports the training, documentation and communication on use of HRIS.
- Provide HR Systems governance and Vendor Management support along with HR project management support.
- Provide SAP Time & Attendance support.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Compensation

Type

- Responsible for compensation policy development, implementation and maintenance. This includes salary and wage administration and coordinating the job/role evaluation process.
- Responsible for the administration of the incentive pay programs, including budgeting, forecasting and reporting on overall results.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Workforce Planning & Staffing

Type

- Responsible for designing and executing the annual workforce planning process across Canada and US including all phases of related communications, training, deployment, collection of data, etc.
- Develop, recommend and implement Canadian staffing and campus strategies, services, tools and systems to enhance the Company's ability to manage staffing/resource needs, meet client's needs and comply with legislative requirements.
- Facilitate collaboration with multiple stakeholders in revising, developing, executing and communicating staffing tools, programs and processes.
- Ensure staffing vendor service levels are maintained & manage contract maintenance.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Development & Performance

Type

- Establish and implement strategy and processes related to employee, manager and executive development.
- Establish and implement strategy and process relating to employee performance review, competency models, rating scale definitions and manager support tools.
- Execute annual succession planning process for Canada LTIP's, Rising Leaders and high potential management.

Quantity

- The amount of effort is first based on a forecast of time spent company-wide. Then the allocation to the Canadian business units is based on head count. The total allocation to RECEIVER I summarized in Table 1.

Table 1 Summary of Allocations

**Union Gas ---- HR
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

		Cost Driver Volume--% of Budget to Business Unit								
Line #	Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
1	HR Services	Direct Assign, Time & headcount	23.4%	57.1%	0.7%	1.4%	3.0%	14.3%	100.00%	42.93%
2	Benefits	Direct Assign, Time & headcount	21.7%	73.2%	1.1%	1.3%	2.8%		100.00%	26.85%
3	Compensation	Direct Assign, Time & headcount	23.9%	58.2%	0.8%	1.5%	3.1%	12.6%	100.00%	41.79%
4	Employee Relations	Direct Assign, Time & headcount	1.2%	97.9%	0.7%	0.1%	0.2%		100.00%	2.11%
5	Workforce Planning	Direct Assign, Time & headcount	21.9%	53.3%	0.7%	1.3%	2.8%	20.0%	100.00%	46.72%
6	Development & Performance	Direct Assign, Time & headcount	24.6%	59.9%	0.8%	1.5%	3.2%	10.0%	100.00%	40.06%
7	Budget Reduction	Average of all allocations	15.5%	75.3%	0.8%	0.9%	2.0%	5.5%	100.00%	24.71%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

Union Gas ---- HR 2012 O&M Budget Allocation SLA Summary									
		BCPFS BU 10734	UGL BU10733	SC96 BU 10759	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		801,797	3,899,576	42,280	49,003	103,076	283,869	5,179,601	1,280,025
Overheads		722,768	3,400,758	37,402	44,173	92,916	254,731	4,552,748	1,151,990
Total		1,524,565	7,300,334	79,682	93,177	195,993	538,599	9,732,350	2,432,015
Monthly (12 months)		\$ 127,047	\$ 608,361	\$ 6,640	\$ 7,765	\$ 16,333	\$ 44,883	\$ 811,029	\$ 202,668
Summary By Service									
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok
Line #									
1	HR Services								
	Direct Costs	262,635	639,568	8,302	16,051	33,763	160,316	1,120,637	481,069
	Overheads	243,282	592,440	7,691	14,869	31,275	148,502	1,038,059	445,619
	Total	505,918	1,232,008	15,993	30,920	65,039	308,818	2,158,696	926,688
	Monthly (12 months)	\$ 42,160	\$ 102,667	\$ 1,333	\$ 2,577	\$ 5,420	\$ 25,735	\$ 179,891	\$ 77,224
2	Benefits								
	Direct Costs	302,650	1,021,728	14,939	18,497	38,908	-	1,396,722	374,994
	Overheads	272,676	920,539	13,460	16,665	35,054	-	1,258,395	337,856
	Total	575,327	1,942,268	28,399	35,162	73,962	-	2,655,118	712,850
	Monthly (12 months)	\$ 47,944	\$ 161,856	\$ 2,367	\$ 2,930	\$ 6,163	\$ -	\$ 221,260	\$ 59,404
3	Compensation								
	Direct Costs	142,321	346,579	4,499	8,698	18,296	75,022	595,416	248,837
	Overheads	109,807	267,402	3,471	6,711	14,116	57,883	459,392	191,990
	Total	252,128	613,982	7,970	15,409	32,413	132,906	1,054,808	440,826
	Monthly (12 months)	\$ 21,011	\$ 51,165	\$ 664	\$ 1,284	\$ 2,701	\$ 11,075	\$ 87,901	\$ 36,736
4	Employee Relations								
	Direct Costs	21,511	1,776,736	12,781	1,315	2,765	-	1,815,108	38,372
	Overheads	17,267	1,426,206	10,259	1,055	2,220	-	1,457,007	30,801
	Total	38,778	3,202,942	23,040	2,370	4,985	-	3,272,115	69,173
	Monthly (12 months)	\$ 3,232	\$ 266,912	\$ 1,920	\$ 198	\$ 415	\$ -	\$ 272,676	\$ 5,764
5	Workforce Planning								
	Direct Costs	34,791	84,722	1,100	2,126	4,473	31,803	159,015	74,293
	Overheads	31,408	76,485	993	1,920	4,038	28,711	143,554	67,069
	Total	66,199	161,207	2,093	4,046	8,510	60,514	302,569	141,362
	Monthly (12 months)	\$ 5,517	\$ 13,434	\$ 174	\$ 337	\$ 709	\$ 5,043	\$ 25,214	\$ 11,780
6	Development & Performance								
	Direct Costs	63,431	154,466	2,005	3,877	8,154	25,770	257,703	103,237
	Overheads	48,327	117,686	1,528	2,954	6,213	19,634	196,341	78,655
	Total	111,758	272,152	3,533	6,830	14,367	45,404	454,044	181,892
	Monthly (12 months)	\$ 9,313	\$ 22,679	\$ 294	\$ 569	\$ 1,197	\$ 3,784	\$ 37,837	\$ 15,158
7	Budget Reduction								
	Direct Costs	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	-40,776
	Overheads	-	-	-	-	-	-	-	-
	Total	- 25,542	- 124,224	- 1,347	- 1,561	- 3,284	- 9,043	- 165,000	- 40,776
	Monthly (12 months)	-\$ 2,128	-\$ 10,352	-\$ 112	-\$ 130	-\$ 274	754	-\$ 13,750	-\$ 3,398

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Human Resource Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Linda Ydreos	Senior Director Benefits	519-436-4596
Mark Heavens	Manager Payroll Delivery US/Can	519-436-4600 ext. 2484
Bonnie Van Bavel	Benefits Financial Specialist	519-436-4600 ext. 2762
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519 436-4600 ext 2233
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IO # 317407

Receiver

Key Contact: Service

Robert Sims	Analyst Benefits Sr.	713-627-5813
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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2012 SA pricing

Notice Date:	February 29, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Information Technology Infrastructure Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Spectra Energy Services LLC

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

SA: ITI and IS RESOURCES SERVICES

Revised for 2012 Pricing

ITI Security – Control Systems

Type

- Lead regular forums of key Spectra Energy control system representatives to provide input to security direction, governance and working plans.
- Maintain a record of Control Systems implemented across Spectra Energy. Track any control system security gaps, measure risk levels and develop remediation plans necessary to close critical and important issues.
- Provide advice on cyber controls for control systems and maintain these in the IT 6000 policies and standards.

ITI Security – Admin and Policy.

Type

- Provide support and management of all the security processes, procedures and tools necessary to manage access to computing infrastructure.
- Provide awareness about the importance of cyber security and reduce the risk through education and regular communications using various media such as stand-up sessions, CBT's and the portal.
- Manage the CIRT (Critical Incident Response Team) security process.

ITI Remedy Application Support (Help Desk)

Type

- Telecommunications services associated with connecting the Help Desk provider to the Spectra voice and data network as well as the support of the Help Desk problem tracking software application (Remedy).

IT Architecture & Policy (Governance)

Type

- To provide IT Architecture & Policy services for Spectra Energy. IT Policies, covering areas such as security, email management and software licensing are required in order to clearly articulate Spectra position and provide a benchmark for monitoring and measuring compliance. IT Architecture provides a

technology roadmap for the company, helping to assure that technology choices (made on a project by project basis), are well aligned and cost effective.

Specific deliverables include;

- maintenance of IT Policies & Procedures (in conjunction with the respective IT area),
- maintenance of the Standard Product List (including the active management of emerging and declining products),
- co-ordination of security architecture and policies,
- maintenance of the IT Portal presence (IT Home, IT Standards),
- provision of architectural consulting services to project teams and external providers, and
- provision of Gartner research services (Business and IT).

IT Corporate

Type

- Provide Oversight and Reporting to Spectra IT Executive on progress of Enterprise Projects where the project crosses multiple business units. Resources for such projects will be provided within existing IT staff and budgets.
- Communicate IT Policies and Standards via maintaining the IT portal presence, developing templates/reference documentation to be used within each business unit as a guide.
- Provide project management, including development of business cases/definitive of scope, on selected Enterprise projects.

Quantity

The total allocation to RECEIVER is summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas --- ITI									
2012 O&M Budget Allocation									
Business Unit Cost Driver Analysis									
Line #	Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit						Total Affiliate
			BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	
1	ITI Management		23.2%	72.1%	2.3%	2.3%		100.00%	27.88%
2	CTS/Web Wintel		25.7%	71.6%	1.2%	1.5%		100.00%	28.38%
3	Unix, Data Mgmt, Sys Mgmt, P&C		27.8%	71.7%		0.6%		100.00%	28.31%
4	Security - Control Systems		26.5%	29.2%	1.1%	8.0%	35.1%	100.00%	70.75%
5	Security - Admin		19.2%	41.5%	2.2%	2.2%	35.0%	100.00%	58.49%
6	Client Liason			100.0%				100.00%	
7	Telecom - Data, Voice, Radio, Firewall		21.4%	74.9%	1.5%	2.2%		100.00%	25.09%
8	Business Management		32.9%	62.8%	2.0%	2.3%		100.00%	37.21%
9	Help Desk		20.0%	46.0%	2.0%	3.0%	29.0%	100.00%	54.00%
10	IT Corporate						100.0%	100.00%	100.00%
11	IT Governance		17.0%	37.0%	2.0%	2.0%	42.0%	100.00%	63.00%

Human Resources Sustainment

Type

- Provide IT / HR corporate support for Spectra HR systems and interfaces

Quantity

- Two FTE's are dedicated 100% to support the Canadian portion of the HR system. Salaries, including overheads, and expenses will be charged to Spectra Energy who will then allocate the costs to Canadian affiliates. There will be no further overheads applied to this fee when allocated to the Canadian affiliates.

Human Resources Database Support

Type

- Provide support for databases (SCCM, Citrix, Quest Storage), including installations, patching, security administration and backups.

Quantity

- The amount of effort directed is based on time spent and equates to 70 hours.

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2 below.

Table 2 – Summary of Charges

Union Gas ---- ITI								
2012 O&M Budget Allocation								
SLA Summary								
		BCPFS BU 10734	UGL BU10733	SEMC BU 10810	SEEL BU 10749	Spectra US 10209	Business Units Total	Total Affiliate
Direct Costs		1,185,334	12,820,980	58,499	101,237	768,793	14,934,842	2,113,862
Overheads		998,518	2,560,344	47,991	85,947	671,421	4,364,220	1,803,876
Total		2,183,852	15,381,324	106,489	187,184	1,440,213	19,299,062	3,917,738
Monthly (12 months)		\$ 181,988	\$ 1,281,777	\$ 8,874	\$ 15,599	\$ 120,018	\$ 1,608,255	\$ 326,478
Summary By Service								
Check Sum		ok	ok	ok	ok	ok	ok	ok
Security - Control Systems								
Direct Costs		93,547	103,344	4,023	28,371	124,055	353,341	249,996
Overheads		90,917	100,439	3,910	27,574	120,567	343,407	242,968
Total		184,463	203,784	7,933	55,945	244,622	696,748	492,965
Monthly (12 months)		\$ 15,372	\$ 16,982	\$ 661	\$ 4,662	\$ 20,385	\$ 58,062	\$ 41,080
Security - Admin								
Direct Costs		81,146	175,698	9,173	9,173	148,110	423,300	247,602
Overheads		78,403	169,757	8,862	8,862	143,102	408,987	239,229
Total		159,549	345,456	18,035	18,035	291,212	832,286	486,831
Monthly (12 months)		\$ 13,296	\$ 28,788	\$ 1,503	\$ 1,503	\$ 24,268	\$ 69,357	\$ 40,569
Help Desk								
Direct Costs		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Overheads		-	-	-	-	-	-	-
Total		24,341	55,984	2,434	3,651	35,294	121,705	65,721
Monthly (12 months)		\$ 2,028	\$ 4,665	\$ 203	\$ 304	\$ 2,941	\$ 10,142	\$ 5,477
IT Corporate								
Direct Costs		-	-	-	-	183,383	183,383	183,383
Overheads		-	-	-	-	149,945	149,945	149,945
Total		-	-	-	-	333,328	333,328	333,328
Monthly (12 months)		\$ -	\$ -	\$ -	\$ -	\$ 27,777	\$ 27,777	\$ 27,777
IT Governance								
Direct Costs		31,175	67,852	3,668	3,668	77,021	183,383	115,531
Overheads		25,491	55,480	2,999	2,999	62,977	149,945	94,465
Total		56,666	123,331	6,667	6,667	139,998	333,328	209,996
Monthly (12 months)		\$ 4,722	\$ 10,278	\$ 556	\$ 556	\$ 11,666	\$ 27,777	\$ 17,500
HR Sustainment								
Direct Costs						197,407	197,407	197,407
Overheads						191,327	191,327	191,327
Total		-	-	-	-	388,733	388,733	388,733
Monthly (12 months)		\$ -	\$ -	\$ -	\$ -	\$ 32,394	\$ 32,394	\$ 32,394
HR Database Support								
Direct Costs		10,960	-	-	-	3,523	14,483	14,483
Overheads		10,898	-	-	-	3,503	14,401	14,401
Total		21,858	-	-	-	7,026	28,884	28,884
Monthly (12 months)		\$ 1,821	\$ -	\$ -	\$ -	\$ 586	\$ 2,407	\$ 2,407

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Spectra Energy Services LLC (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: ITI and IS Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Joan Hackett	Manager ITI Business Management	
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317408 - ITI Services

IO # 317202– IS Services

Receiver

Key Contact: Service

Tony Nix	Director Technology Planning	713-627-4237
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Key Contact: Accounting

Dana Jorsling-Wilson	Manager Accounting Insurance	713-627-4396
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2012 SA pricing

Notice Date:	March 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Finance Services – Accts Payable
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Westcoast Energy Inc.

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Finance Services - Accounts Payable

Updated for 2012 pricing

Type

- Responsible for data entry of invoices, cheque requisitions and expense reports.
- Process payments
- Handle vendor inquiries
- Administer the Employee Expense and Corporate Procurement and Travel and Entertainment purchasing cards program in Canada
- Coordinate audits

Quantity

- The amount of effort is based on department structure and the number of transactions. The allocations are summarized in Table 1 below.

Table 1 - Summary of Allocations

Union Gas ---- Finance
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis

Activity	Cost Driver Volume--% of Budget to Business Unit												
	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total
Pension Accounting		52.1%	36.0%				1.8%	3.4%		6.77%			100.00%
Plant/Aff/Proj./Ctls			89.2%	4.6%	2.0%	1.5%	2.6%						100.00%
Other			100.0%										100.00%
Management Not Included Above			100.0%										100.00%
Accounts Payable		24.12%	32.93%	0.04%	0.05%	0.01%	0.30%	4.02%	0.30%	4.61%	33.33%	0.28%	100.00%

Price

The charges assessed for the services are fully allocated costs. They are in *Canadian dollars* and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Finance
2012 O&M Budget Allocation
SLA Summary**

		BCPFS BU 10734	UGL BU10733	MHPMI BU 11765	MHP BU 11768	SCPLP BU 11763	SC96 BU 10759	SEMC BU 10810	Mc-Mahon	SEEL BU 10749	Spectra US 10209	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs		378,040	3,607,472	71,495	31,738	23,178	47,310	51,993	3,329	65,720	373,914	3,187	4,657,375	1,049,903
Overheads		313,908	2,699,823	66,163	29,325	21,456	43,386	42,100	2,635	53,927	295,949	2,522	3,571,193	871,371
Total		691,948	6,307,295	137,658	61,062	44,634	90,696	94,093	5,963	119,647	669,863	5,709	8,228,568	1,921,274
Monthly (12 months)		\$ 57,662	\$ 525,608	\$ 11,471	\$ 5,089	\$ 3,720	\$ 7,558	\$ 7,841	\$ 497	\$ 9,971	\$ 55,822	\$ 476	\$ 685,714	\$ 160,106
Summary By Service														
Check Sum		ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok	ok
Line #														
1	Pension Accounting													
Direct Costs		107,454	74,244	-	-	-	3,635	6,929	-	13,971	-	-	206,233	131,989
Overheads		99,743	68,916	-	-	-	3,374	6,432	-	12,969	-	-	191,433	122,517
Total		207,197	143,160	-	-	-	7,009	13,360	-	26,940	-	-	397,666	254,506
Monthly (12 months)		\$ 17,266	\$ 11,930	\$ -	\$ -	\$ -	\$ 584	\$ 1,113	\$ -	\$ 2,245	\$ -	\$ -	\$ 33,139	\$ 21,209
5	Accounts Payable													
Direct Costs		270,586	369,403	501	564	121	3,325	45,064	3,329	51,748	373,914	3,187	1,121,742	752,339
Overheads		214,166	292,379	397	447	96	2,631	35,668	2,635	40,958	295,949	2,522	887,848	595,468
Total		484,752	661,783	898	1,011	216	5,956	80,732	5,963	92,707	669,863	5,709	2,009,590	1,347,807
Monthly (12 months)		\$ 40,396	\$ 55,149	\$ 75	\$ 84	\$ 18	\$ 496	\$ 6,728	\$ 497	\$ 7,726	\$ 55,822	\$ 476	\$ 167,466	\$ 112,317

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: FINANCE SERVICES

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts and the like will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact: Service

Pat Elliott	Controller	519-436-4599
Wendie Brodie Lumley	Manager Spectra Accts Payable	519-436-4600 ext. 5005326
Dave Hockin	Mgr. Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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IO # 317225 – Controller

IO # 317404 – Accounts Payable

Receiver:

Burton Cole	Director Accounting Corporate	713-627-4548
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Key Contact: Accounting

Mareeta Martin	Asst Accounting	713-627-5453
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Westcoast Energy Inc. doing business as Spectra Energy Transmission

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
- Review transactions, business plans, and commercial agreements to determine tax consequences and provide input to optimize the benefits of same.
- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and three year tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

Union Gas ---- Taxation Services 2012 O&M Budget Allocation Business Unit Cost Driver Analysis

Activity	Cost Driver	Cost Driver Volume--% of Budget to Business Unit													Total Affiliate
		BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	
Tax	Time Spent	14.0%	48.1%	2.3%	1.5%	1.0%	8.6%	3.2%	0.7%	2.0%	1.1%	10.9%	6.64%	100.05%	51.93%

Price

The charges are fully allocated costs in *Canadian dollars* which are summarized and will be charged at the monthly rate noted in Table 2.

Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
Direct Costs	163,729	563,579	26,924	17,317	11,936	101,076	37,862	7,668	23,229	12,825	127,896	77,767	1,171,808	608,229
Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
Monthly (12 months)	\$ 25,507	\$ 81,684	\$ 4,194	\$ 2,698	\$ 1,859	\$ 15,746	\$ 5,898	\$ 1,156	\$ 3,619	\$ 1,998	\$ 18,975	\$ 11,528	\$ 174,862	\$ 93,179

Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Energy Inc., doing business as
Spectra Energy Transmission (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver

Burton Cole	Director Accounting Corporate	713-627-4548
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Key Contact: Accounting

Mareeta Martin	Asst. Accounting	713-627-5453
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2012 SA pricing

Notice Date:	January 1, 2012
Effective Date	January 1, 2012
Service Agreement (SA):	Taxation Services
Initial Term	January 1, 2009 to December 31, 2009
SA Term:	No later than December 31, 2013
Provider:	Union Gas Limited
Receiver:	Westcoast Indemnity Company Limited

The above referenced SA has a notice provision for pricing. For your convenience the specific section is noted below.

On an annual basis Provider will notify Receiver of any increase or decrease in the Charges for the Services for the upcoming Term. Such notice will include the budget cost data and cost allocation methodology. In the event that the Receiver does not advise the Provider in writing within 60 days of receipt of the notice as to any objection to the new Charges then Receiver will be deemed to have agreed to the new Charges. In the event that the Receiver does provide the Provider with an objection to the new Charges then the parties agree that the Charges for the previous Term shall be used to determine the cost of the Services until such time as the parties can agree to revised Charges or until this SA is otherwise terminated.

In accordance with the pricing provisions, Provider hereby notifies Receiver of the charges applicable for 2012. A revised Schedule A is attached in which the direct and indirect charges for each service are defined. A copy of the cost allocation model which details the calculations for the services will be provided separately.

Acceptance of the pricing by Receiver requires no further action, however if Receiver has an objection to the pricing, such objection must be received within 60 days from the date of this notice.

Schedule A to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Indemnity Company Limited (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SERVICES DESCRIPTION (Type and Quantity)

Updated for 2012 Pricing

SA: TAX SERVICES

Legislative Analyses

Type

- Provide legislative and impact analysis on tax budgets and new legislation and assessing practices
- Provide budget submission and position papers on tax issues affecting the RECEIVER and its industry
- Represent the RECEIVER through various tax associations to organize tax positions and coordinate resolutions

Planning

Type

- Provide tax input into acquisition and dispositions to ensure tax efficient structure
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- Review business opportunities and provide tax planning opportunities and implementation support
- Develop tax strategies
- Perform the annual and five three tax forecast for budgeting process

Research

Type

- Investigate and research areas where tax filing opportunities exist
- Provide tax opinions
- Prepare tax rulings

Compliance

Type

- Prepare and file all required Income, Capital and Commodity tax returns
- Maintain tax records
- Manage all Income, Capital and Commodity tax audits and appeals
- Manage tax installments / payments
- Prepare and review tax provisions on an as needed basis

Property Tax Services

Type

- Provide legislative analysis and support to ensure fair and equitable property tax treatment of our industry
- Manage property assessments
- Manage property tax payments
- Provide regulatory reporting
- Property valuation services
- Property tax reviews
- Property tax appeals to both the tribunal and court case level
- Negotiate property tax agreements
- Perform the annual and three year tax forecast for budgeting process

Quantity

- The allocation is based on an estimate by employee of the time spent for each BU. This estimate considers the time required last year and is adjusted for known changes in requirements for the forecasted year. The time allocation is then applied to the budgeted cost for the department. The total allocation to RECEIVER is summarized in Table 1.

Table 1 - Summary of Allocations

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
Business Unit Cost Driver Analysis**

Cost Driver Volume--% of Budget to Business Unit															
Activity	Cost Driver	BCPFS BU 10734	UGL BU10733	MHPMI	MHP BU 10768	SCPLP BU 10763	SC96 BU 10759	SEMC BU 10810	Mc- Mahon	SEEL BU 10749	WICL BU 10741	Spectra US	WEI BU 10730	Business Units Total	Total Affiliate
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Price

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Table 2 – Summary of Charges

**Union Gas ---- Taxation Services
2012 O&M Budget Allocation
SLA Summary**

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Overheads	142,350	416,625	23,408	15,056	10,378	87,878	32,918	6,205	20,196	11,150	99,809	60,566	926,540	509,915
Total	306,080	980,204	50,332	32,372	22,314	188,954	70,780	13,873	43,425	23,976	227,705	138,334	2,098,348	1,118,144
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Schedule B to
SERVICE ASSIGNMENT (“SA”)
Between
Westcoast Indemnity Company Limited (the “Receiver”)
And
Union Gas Limited (the “Provider”)

SA: Tax Services

Inter-company Administrative Requirements

The information next following is used for the purpose of managing the SA administration and accounting transactions between the companies. Account numbers, key contacts will be periodically updated by the administrative groups. Formal notice under this SA is not required.

Provider:

Key Contact:

Dennis Hebert	GM US and Canadian Tax	519-436-4529
Dave Hockin	Mgr Affiliate Acctg and Reporting	519-436-5349

Key Contact: Accounting

Lucy Griffioen	Senior Finance Analyst	519-436-4600 ext. 2233
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I/O 317409

Receiver:

Ruth Fletcher	Manager Captive Insurance	713-627-4406
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Key Contact: Accounting

Tony Retandy	Sr. Accountant, AON Insurance Managers	604-443-2477
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