A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI - EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW **BRUNSWICK** INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies **Audit Services** to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to use a systematic and disciplined approach to independently evaluate and recommend improvements to the effectiveness of the Service Recipient's risk management, control and governance processes.

The Services Provider will develop an overall Audit plan in consultation with Senior Management and based upon an assessment of Corporate risks. However, the scope of the Services Provider work will be unrestricted to ensure that no limitations are imposed on its objectivity in the selection of areas to be examined or in the final evaluation of those areas.

During the time period covered by the audit plan, modifications may occur due to reprioritization, resource constraints or additional governance review and audit requirements identified by Services Recipient management, the Services Provider or other senior management within Enbridge Inc.

The detailed planning for individual reviews and audits will be performed prior to commencement of fieldwork and will include a review of the planned scope, objectives and timeframe with Services Recipient management.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider is responsible for the following:

- Consult with management of the Services Recipient prior to finalization of the overall audit plan to
 ensure that the significant risk areas of the Services Recipient will be adequately addressed.
 Subsequently, if modification to the audit plan is required, have on-going discussions with
 management to ensure all significant risk areas continue to be adequately addressed;
- Liaise with the responsible Audit, Finance & Risk Committee;
- Review the requests for additional audit requirements and/or consulting services advise as to whether
 or not it is able to or should take action to address within one week of receiving sufficient information
 to assess the related scope, objectives, timing, and resources required;
- Work with the Services Recipient in finalizing the detailed scope, objectives and timing for individual reviews and audits to ensure management's concerns are appropriately addressed and least possible disruption to operations will result;
- Ensure all reviews and audits are performed and the related reports prepared by a person or persons
 having adequate technical training and proficiency in auditing, with due care and with an objective
 state of mind:
- Issue a draft audit report to management that summarizes the significant governance review and audit findings and recommended courses of action within a reasonable period after the completion of field work; and
- Report to the responsible Audit, Finance and Risk Committee on significant results of its reviews and
 audits of the Services Recipient and other audit related reporting requirements. Ensure the Services
 Recipient reviews related information and that comments are incorporated as appropriate. Advise the
 Services Recipient of associated deadlines and provide as reasonable a turnaround time as possible.

The Services Recipient is responsible for the following:

- Authorize the Services Provider to have full and free access to all Corporate functions, records, property and personnel required to fulfill its responsibilities;
- Make available the necessary and appropriate level of resources on a timely basis and fully disclose and accurately represent the required information to allow the detailed planning and execution of audits to occur;
- Have senior management, including the President and other staff members as appropriate, meet with the Services Provider to ensure that the governance review and audit plan continues to adequately address significant risk areas;
- Review and provide comments on the reports to the Audit, Finance and Risk Committee prepared by the Services Provider relating to the Services Recipient to meet the associated deadlines; and
- Provide responses to governance review and audit findings for inclusion in a governance review and audit report within agreed timing of receiving the draft governance review and audit report from the Services Provider.

No work will be undertaken outside of this Services Agreement without the prior approval of the Service Recipient.

4.0 PERFORMANCE MEASURES

The Services Provider will meet semi-annually, or as requested by the Services Recipient, with either the President, or their designate, of the Services Recipient to review the performance of the Services Provider from the last such meeting including an assessment of the value added of governance review and audit findings, adequacy of addressing significant risk areas, responsiveness to Services Recipient concerns, and level of disruption to operations caused by audits.

Based on this assessment, the Services Provider will determine the necessary action steps, implement and follow-up to ensure problems are resolved where possible.

5.0 PROBLEM RESOLUTION PROCEDURES

The Manager, Audit Services of the Services Provider will have a direct reporting mechanism to the President of the Services Recipient and the responsible Audit, Finance & Risk Committee for audit related concerns of the Services Recipient. For the administration of audits and reviews, the Manager, Audit Services will report to the Vice President, Finance and IT or their designate.

Any concerns with respect to the performance of Audit Services should be brought to the attention of the Manager, Audit Services if they cannot be resolved with the Audit Services staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged at an hourly rate of \$140.00 in 2008. This amount excludes any reasonable out of pocket expenses, which will be charged at cost. The costs of goods or services from third parties obtained to address special technical requirements or fulfill a special request of the Services Recipient will be borne separately by and agreed upon in advance with the Services Recipient. The 2008 rate will be adjusted by an inflation factor of 2.3% in 2009 and 2.1% in 2010. The approximate budgeted annual amount for 2008 is \$15,000.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the Agreement.

Dated this 9th day of April, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

APPROVED AS TO FORM

ENBRIDGE GAS NEW BRUNSWICK INC. in its capacity as General Partner of **ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP**

arleson, General Manager

ENBRIDGE INC.

Corporate Secretary

DARBEY WADE VICE PRESIDENT GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (the "EI – EGD Agreement");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Governance and Internal Controls Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider will develop an overall Governance plan in consultation with Senior Management and based upon an assessment of corporate risks. The Services Provider agrees to use a systematic and disciplined approach to evaluate and recommend improvements to the effectiveness of the Services Recipient's risk management, control and governance processes.

The Service Provider will provide guidance and assistance to allow the Service Recipient to be compliant with the current Sarbanes-Oxley legislation. This will include an assessment of internal controls over Financial Reporting, as well as, testing the design and operating effectiveness of those same internal controls.

The detailed planning for individual governance reviews will be performed prior to commencement of fieldwork and will include a review of the planned scope, objectives and timeframe with Services Recipient management.

3.0 SERVICE LEVELS

The Services Provider is responsible for the following:

- Consult with management of the Services Recipient prior to finalization of the overall
 governance and internal control review to ensure that the significant risk areas of the
 Services Recipient will be adequately addressed. Subsequently, if modifications to the plans
 are required, have on-going discussions with management to ensure all significant risk areas
 continue to be adequately addressed;
- Work with the Service Recipient to complete documentation required to become compliant with Sarbanes-Oxley legislation. This will include defining process flow, key controls and testing of these key controls.
- Review the requests for additional Governance and Internal Control requirements and advise
 as to whether or not it is able to or should take action to address within one week of receiving
 sufficient information to assess the related scope, objectives, timing, and resources required;
- Work with the Services Recipient in finalizing the detailed scope, objectives and timing for individual governance and internal control review to ensure management's concerns are appropriately addressed and least possible disruption to operations will result;
- Ensure all governance and internal control reviews are performed and the related reports
 prepared by a person or persons having adequate technical training and proficiency in
 governance;
- Issue a report to management that summarizes the significant governance and internal control review within a reasonable period after the completion of field work; and

The Services Recipient is responsible for the following:

- Make available the necessary and appropriate level of resources on a timely basis and fully
 disclose and accurately represent the required information to allow the detailed planning and
 execution of governance reviews to occur;
- Have senior management, including the President and other staff members as appropriate, meet with the Services Provider to ensure that the governance and internal control plans continue to adequately address significant risk areas;
- Where required, provide responses to governance and internal control review within agreed timing of receiving the draft governance and internal control review from the Services Provider.

No work will be undertaken outside of this Services Agreement without the prior approval of the Services Recipient.

4.0 PERFORMANCE MEASURES

The Services Provider will meet semi-annually, or as requested by the Services Recipient, with either the President, or their designate, of the Services Recipient to review the performance of the Services Provider from the last such meeting including an assessment of the value added of governance review, adequacy of addressing significant risk areas, responsiveness to Services Recipient concerns, and level of disruption to operations caused by governance reviews and audits.

Based on this assessment, the Services Provider will determine the necessary action steps, implement and follow-up to ensure problems are resolved where possible.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of Governance and Internal Controls Department should be brought to the attention of the Governance and Internal Control staff performing the agreed upon work. If agreement cannot be reached, with the Governance and Internal Control staff involved, then the matter should be brought to the attention of the supervisor. The Department Manager should be involved if problem resolution cannot be obtained with the Supervisor. Failing resolution, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged at an hourly rate of \$150.00 in 2008.

The 2009 and 2010 rates will be derived by applying an inflation factor of 2.3% and 2.1% respectively on the 2007 market rate. The estimated amount of services to be provided for 2008, 2009 and 2010 is CAD \$10,000 per annum.

The foregoing fees are based on an annual calendar year forecast of expected service requirements reasonably determined by the Services Provider. The Services Provider reserves the right to revise this estimate in the event that the services rendered are significantly more or less than the estimated amount.

Non-labour related costs such as materials and supplies, transportation and travel will be billed to the Service Recipient.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement. Enbridge hereby guarantees all such payments.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this 3rd day of January , 2008.

MIKE CUR

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

es President, Gas Distribution Law

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED**

PARTNERSHIP

JAMIE LEBLANC MANAGER, FINANCE 8

ENBRIDGE INC.

Per: July Awall

DARRY WADE

VICE PRESIDENT, GENERAL COUNSEL &

CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Fleet and Equipment Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI-EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI–EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

For the purposes of this Schedule, the following definitions shall apply:

Vehicle: Any motor vehicle, including passenger cars and light trucks, licensed for use on public roads. Equipment: Any equipment that is mechanical in nature and used either mounted on or in a vehicle and provided for construction and maintenance work.

The Services Provider agrees to provide to the Services Recipient:

- 1. Management consulting services and policy recommendations for fleet, vehicle and equipment issues.
- 2. Operating and maintenance management services for fleet, vehicle and equipment utilized by the Services Recipient.

The services will be provided in a cost-effective manner such that the lifecycle cost of the fleet, vehicles and equipment utilized will be optimized. The total cost of operating a fleet vehicle will be among the lowest available from any source.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider will:

- Procure new and replacement vehicles and equipment with due consideration for New Brunswick dealers to meet job function requirements and agreed standards.
- Deliver vehicles to a central location in New Brunswick as agreed upon by the Services Provider and the Services Recipient.
- Provide remarketing and disposal of decommissioned vehicles and equipment.
- · Provide fleet, vehicle and equipment fuel procurement management.
- Provide fleet, vehicle, and equipment administration management.
- Provide automobile insurance and accident repair management.
- Provide regulatory and corporate safety compliance management as it relates to fleet, vehicles, and equipment, including employee training required by the Driver Training Standard.
- Provide vehicle and equipment supplier payment services.
- Provide automobile taxable benefit calculations for proper income tax withholding and reporting.
- Provide a report that summarizes all vehicle expense information on a monthly basis.
- Provide a quarterly report summarizing all fleet activities including Performance Measures as identified in Section 4 of this Schedule.

The Services Recipient will:

- Follow the procedures as agreed upon between the Services Provider and the Services Recipient.
- Provide a point of contact for administration of the agreement between the Services Provider and the Services Recipient.
- Provide the Services Provider with specifications, and requirements for the procurement of vehicles and equipment, including quantity. All requests will be provided in writing.
- Agree to utilize the vendors arranged by the Services Provider where convenient. The Services Recipient's management will approve exceptions.
- Adhere to agreed maintenance schedules.
- Provide vehicle odometer readings per mutual agreed activity schedule.
- Ensure all Services Recipient employees and agents operating vehicles and equipment under management by this Schedule shall have the proper training to operate the assigned vehicle.

4.0 Performance Measures

- All vehicles provided by the Services Provider will have an appropriate licensing and insurance coverage 100% of the time.
- Requests to the Service Provider will be acknowledged within 8 business hours 95% of the time.
- New vehicles will be retrofitted and delivered complete to the Service Recipient within 12 weeks from receipt of the order, by the Service Provider 90% of the time calculated on a per vehicle basis.
- The success in meeting these commitments will be reported in a quarterly report.

5.0 Problem Resolution Procedures

Any concerns with respect to the performance of Fleet Services should be brought to the attention of the Manager, Fleet and Equipment if they cannot be resolved with the staff directly involved. Failing resolution, the Problem/Conflict Resolution procedures identified in the EI-EGD Agreement will be followed.

6.0 Pricing and Conditions

The services described in this schedule shall be charged to the Services Recipient in accordance with the type of service delivered:

- Fleet, vehicle and equipment management will be billed at a rate of \$32.00 per month for each vehicle or equipment unit not mounted on a vehicle including all those active in service, on order or in process of being decommissioned, as shown on the approved fleet list.
- The management fee for all other equipment units shall be \$10.00 per month for each equipment unit, as shown on the approved equipment list.

Goods and services provided by third parties and not invoiced under separate invoice will be invoiced at the rates charged by the third parties.

This rate shall be increased by 2.3% in 2009 and 2.1% in 2010 annually on the anniversary date of this Schedule.

The estimated amount for these services in 2008 is \$429,600. The Services Provider reserves the right to revise this estimate in the event that the services rendered are significantly more or less than the estimated amount.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement. Enbridge hereby guarantees all such payments.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this q^{th} day of April, 2008.

APPROVED AS TO FORM LEGAL

ENBRIDGE GAS DISTRIBUTION INC. William G. Ross

Vice President, Finance & Information Technology

Per:

e President, Gas Distribution Law & Daputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE BRUNSWICK** GAS NEW LIMITED **PARTNERSHIP**

Per:

leson, General Manager

ARUNAS PLECKAITIS PRESIDENT

Corporate Secretary

ARBY WADE ICE PRESIDENT, GENCHAL

COUNSEC S CHIEF COMPLIANCE
S/Lega/NSAs/SA&Sch. - CURRENT\EI - Provider\EGNB - Recipient (PCL# 2-2279)\2008-2010\Sch. - Fleet & Equipment Services 2008\2008 Fleet Services EGNB_FINAL.doc Off-1 CGL 3

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Environmental, Health and Safety Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with the following services on an as requested basis:

- 1. Environment Health and Safety Management System Support; and
- 2. Worker's Compensation Support Services, Vehicle Collision Support, and Health Support Services including health management of ill or injured employees, facilitation of fitness-for-work evaluations, and consultation with managers and employees as a resource.
- 3. Notification of pending or actual changes to federal or provincial EHS-related regulations which may impact the operations of the Services Recipient.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider will:

• Deliver all services within agreed timeframes and provide the quality and completeness specified by the Services Recipient.

The Services Recipient will:

- Be responsible for designating the nature of the services to be performed by the Service Provider and verifying that the results achieved by the Service Provider are satisfactory.
- Provide direction and communicate desired timeframes and budgets to the Services Provider.
- · Communicate, in a timely manner, changes to scope and timing.
- Submit to the Services Provider, within 48 hours of the occurrence of a work-related injury to an
 employee of the Services Recipient, a completed Employers' Workers Compensation Injury Report
 and a completed Supervisors' Accident Investigation Report.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of all services, including failure to meet performance measures, should be brought to the attention of the Service Provider's Vice President Engineering if they cannot be resolved with the staff directly. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged, and payment notices sent, as services are rendered at the rates identified in the attached Schedule of Prices for 2008. In the event that this Schedule is renewed for a further twelve (12) month period, the rates applicable to 2011 will be determined by the Services Provider by conducting a market price study in 2010, and negotiated with the Service Recipient at the time of renewal.

Payment for services rendered are due in accordance with the schedules set out in the Agreement.

Dated this 9^{th} day of April, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

APPROVED AS TO FORM LEGAL

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS BRUNSWICK PARTNERSHIP**

LAN

arleson, General Manager

ENBRIDGE INC.

DARBY WADE VICE PRESIDENT, GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

Affiliate: Enbridge Gas New Brunswick Inc.

	<u>ITEM</u>	<u>MECHANISM</u>	RATE
1.	EHS-MS Support Program	Direct Billing from Timesheets	See Below
2.	Workers' Compensation, Vehicle Collision, Health and EVAP Support	Payroll to verify Enbridge Gas New Brunswick monthly	\$6.59 / EE / month
3.	Notification of EHS-related Regulatory Changes	Flat Rate	\$40 / month
	RATES		
	A – EHS Manager B – EHS Specialist / Occupational He C – Occupational Health Nurse	ealth Manager	\$115/hr + Expenses \$ 80/hr + Expenses \$ 60/hr + Expenses

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC.) AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Engineering and Operations Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with the following Engineering and Operations services on an as requested basis:

- 1. Policy and Procedure development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety;
- 2. Provision of specialized Engineering Services including Incident Investigation and follow up;
- 3. Laboratory Services;
- 4. Project Management, System and Facility Design and Drafting Services;
- 5. Training module development pertaining to Engineering Design, Planning, Construction, Pressure Regulation, Operations and Maintenance, Service, Quality Acceptance and Safety;
- 6. Service, Construction, Operations and Maintenance Training;
- 7. General Engineering, Design, Cost Estimating and Operations consulting;
- 8. New Product Approvals;
- 9. Inspection Services;
- 10. Operations Services, including training, leak survey, corrosion survey, welding, measurement and regulation, tapping, stopping and construction and maintenance support.

- 11. Chart Processing The processing of charts removed from volume pressure temperature chart recorders and PFM card processing for all EGNB high pressure accounts The corrected calculated volumes will be forwarded to ABSU for the purpose of producing the customer bill.
- 12. AMR Processing The processing of all electronic volume data transferred a minimum of once per day for each customer connected to the Services Provider electronic data gathering system (Metretek). The volume data will be reviewed for reasonability and then passed on to ABSU for the purpose of producing the customer bill.
- 13. Meter History The management of all active meter records as required by federal legislation contained in "The Electricity and Gas Inspection Act". This would include the management of functions such as the sample and government inspection (GI) programs.
- 14. Meter Repair/Accreditation/Purchasing Meter supply services, which would include the purchasing and sealing of all meters required by the Service recipient.
- 15. Right-of-Way services for land acquisition and disposal.
- 16. Monthly and Ad-hoc data extracts and reports.

2.0 SERVICE LEVELS

The Services Provider will:

 Deliver all services within agreed timeframes and provide the quality and completeness specified by the Service Recipient

The Services Recipient will:

- Be responsible for designating the nature of the services to be performed by the Services Provider and verifying that the results achieved by the Services Provider are satisfactory.
- Provide direction and communicate desired timeframes and budgets.
- Communicate, in a timely manner, changes to scope and timing.

3.0 PERFORMANCE MEASURES

The Service Provider will meet all agreed timeframes and meet deliverable quality set forth by the Services Recipient.

4.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of all Services should be brought to the attention of the Services Provider's Vice President Engineering if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

PRICING AND CONDITIONS 5.0

The Services described in this schedule shall be charged as services are rendered at the rates identified in the attached Schedule of Prices. This rate shall be increased by two point one percent (2.1%) in CY 2009 and two percent (2%) in CY 2010 annually on the anniversary date of this Schedule. The Services Provider reserves the right to revise the 2008 estimate set out in the Schedule of Prices in the event that the services rendered are significantly more or less than the estimated amount. Payment for services rendered are due in accordance with the schedule set out in the Agreement.

Dated this 19th day of March, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

Vice President, Finance & Information Technology

APPROVED AS TO FORM

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED**

PARTNERSHIP

JAMIE LEBLANC MANAGER, FINANCE & CONTROL

ARUNAS PRECKAITIS PRESIDENT.

ENBRIDGE INC.

DARBEY WADE VICE PRESIDENT, GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

Engineering Department
Proposed Affiliate Transactions
Calendar Year 2008

Affiliate: Enbridge Gas New Brunswick Inc.

	<u>ITEM</u>	MECHANISM	RATE
1.	Technical Engineering Policies and Procedures	Customer Ratio System	\$16,950 Annually
2.	Environmental Assessment Program	Direct Billing from Timesheets	See Below
3.	EMS Support Program	Direct Billing from Timesheets	See Below
4.	Other Engineering Services	Direct Billing from Timesheets	See Below
5.	Laboratory Services	Direct Billing from Timesheets	See Below
6.	Engineering	Direct Billing from Timesheets	Rate B (see below)
7.	Drafting Services	Direct Billing from Timesheets	Rate E (see below)
8.	System & Facility Design	Direct Billing from Timesheets	Rate C (see below)
9.	Regional Measurement and Regulation, Corrosi	ion Direct Billing from Timesheets	Rate D (see below)
10.	Leak Survey, Wielding, Tapping and Stopping	Direct Billing from Timesheets	Rate F / G(see below)
11.	Regional Performance Measures and Training	Direct Billing from Timesheets	Rate D (see below)
12.	Chart Processing	Customer Ratio System	\$4.51 Lines/MTH
13.	AMR processing	Customer Ratio System	\$17.57 Accts/MTH
14.	Meter History	Customer Ratio System	\$ 0.01 Records/MTH
15.	Meter Repair/Accreditation/Purchase	Customer Ratio System	\$ 32.00 Meter/ Yr
16	Reporting and Data Extract Services	Direct Billing from Timesheets	Rate H (see below)

RATES

A – Senior Manager/Director (Grade 009+)	\$175.00/hr + Expenses
B – Project/Program Manager (Grade 007-008)	\$150.00/hr + Expenses
C - Project Leader (Grade 006)	\$125.00/hr + Expenses
D - Inspectors (Grade 005)	\$115.00/hr + Expenses
E – Lab Technologist/Field Technician/Drafting (Grade 004)	\$90.00/hr + Expenses
F – Operations Field Time - Straight Time	\$70.00/hr + Material and Equipment
G – Operations Field Time – Overtime	\$135.00/hr + Materials And Equipment
H- Senior Analyst	\$100.00/hr + Expenses

SCHEDULE OF PRICES

Description	Unit	Rate
Stopple Equipment 1"-2" Double	Hour	\$606.37
Stopple Equipment 1"-2" Single	Hour	\$365.15
Stopple Equipment 12" Double	Hour	\$1,016.00
Stopple Equipment 12" Single	Hour	\$785.00
Stopple Equipment 3" Double	Hour	\$755.50
Stopple Equipment 3" Single	Hour	\$503.25
Stopple Equipment 4" Double	Hour	\$668.85
Stopple Equipment 4" Single	Hour	\$525.50
Stopple Equipment 6" Double	Hour	\$868.00
Stopple Equipment 6" Single	Hour	\$562.38
Stopple Equipment 8" Double	Hour	\$920.75
Stopple Equipment 8" Single	Hour	\$698.37
Tapping Equipment 1"-2" Double	Hour	\$77.97
Tapping Equipment 1"-2" Single	Hour	\$62.37
Tapping Equipment 12" Double	Hour	\$432.12
Tapping Equipment 12" Single	Hour	\$348.12
Tapping Equipment 3" Double	Hour	\$246.50
Tapping Equipment 3" Single	Hour	\$198.50
Tapping Equipment 4" Double	Hour	\$249.72
Tapping Equipment 4" Single	Hour	\$201.12
Tapping Equipment 6" Double	Hour	\$265.87
Tapping Equipment 6" Single	Hour	\$214.37
Tapping Equipment 8" Double	Hour	\$285.85
Tapping Equipment 8" Single	Hour	\$230.25
Truck - Utility Fitter	Hour	\$24.46
Truck - Tapping	Hour	\$44.55
Truck - Highway Tractor c/w 18 Ton Crain	Hour	\$64.62
Truck - Hydro Vac	Hour	\$200.40
Truck - Pickup/Misc Vehicle	Hour	\$18.89
Truck - Single Axle Dump	Hour	\$30.55
Truck - Stake 1 Ton c/w Tools	Hour	\$23.65
Truck - Tandam Axle Dump	Hour	\$39.51
Truck - Tri-Axle Dump	Hour	\$44.93
Truck - Utility c/w Compressor	Hour	\$39.32
Truck - Vacuum Sucker	Hour	\$64.29
Truck - Welding Rig	Hour	\$33.87

STOPPLE MATERIAL

PART NUMBER	DESCRIPTION	UNIT	PRICE
08-0114-0001-00	1" S/S 60 Sealing Cup	\$	19.00
08-0114-0125-00	1 1/4" S/S 60 Sealing Cup	\$	36.00
08-0114-0015-00	1 1/2" S/S 60 Sealing Cup	\$	41.00
08-0114-0002-00	2" S/S 60 Sealing Cup	\$	33.00
08-0114-0004-00	4" S/S 60 Sealing Cup	\$	88.00
08-0114-0006-00	6" S/S 60 Sealing Cup	\$	160.00
08-0114-0008-00	8" S/S 60 Sealing Cup	\$	225.00
08-0501-0200-00	2" S/S 60 Sealing Cup Thin Wall	\$	46.00
08-0947-0002-00	2" S/S 275 Sealing Cup	\$	204.00
08-0947-0004-00	4" S/S 275 Sealing Cup	\$	286.00
08-0947-0006-00	6" S/S 275 Sealing Cup	\$	329.00
08-0947-0008-00	8" S/S 275 Sealing Cup	\$	431.00
08-0947-0012-00	12" S/S 275 Sealing Cup	\$	650.00
08-0948-0006-00	6" S/S 275 Sealing Cup ThinWall	\$	329.00
08-0948-0008-00	8" S/S 275 Sealing Cup Thin Wall	\$	421.00
08-3425-0002-06	2" S/S 500 Sealing Element(spec I.d.)	\$	234.00
08-0385-0005-xx	3"sealing element stopple (spec i.d.)	\$	383.00
08-0036-0005-xx	4"sealing element stopple (spec i.d.)	\$	485.00
08-0040-0005-xx	6"sealing element stopple (spec i.d.)	\$	495.00
08-0246-0005-xx	8"sealing element stopple (spec i.d.)	\$	552.00
08-0247-0005-xx	10"sealing element stopple (spec i.d.)	\$	618.00
08-0248-0005-xx	12"sealing element stopple (spec i.d.)	\$	872.00

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC.) AND ENBRIDGE INC. (the "EI – EGD Agreement");

AND TO:

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B. THE SERVICES AGREEMENT DATED AS OF JANUARY 8, 2008 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies **Dispatch Services** to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with:

- 1. Dispatching and coding back completion of service, locate and emergency calls.
- 2. Preparation of weekly and monthly statistical reports as requested.

3.0 SERVICE LEVELS

The Services Provider will:

1. Ensure that all calls are dispatched and completion coded back as per company policies and procedures.

- 3. Ensure that the necessary service levels are maintained to meet the Service Recipient's commitments to customers and outside agencies.
- 4. Ensure appropriate staffing and resources are available to respond in a timely manner to requests for service.
- 5. Maintain a "Fire Phone" service accessible to local emergency services organizations in New Brunswick.

The Services Recipient will:

- 1. Provide up-to-date information as noted below:
 - Weekly schedule of on-call personnel
 - List of personnel including office, home, pager and cellular telephone numbers,
 - List of telephone numbers for utilities, municipalities, emergency services (fire, police), and regulatory authorities.
- 2. Provide up-to-date copy of the New Brunswick "Emergency Procedures Manual".
- 3. Provide regional service and main information, if required.
- 4. Provide Regional maps.
- 5. Notify the service provider of any extraordinary commitments to customers and agencies in advance.

4.0 PERFORMANCE MEASURES

- 1. The delivery of the services will be measured by compliance with all regulatory obligations related to operations and compliance with company Policies and procedures.
- 2. Performance Measures developed for service providers own operations will be directly applicable to service recipients.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the above described Services should be brought to the attention of the General Manager, Eastern Region, if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

PRICING AND CONDITIONS 6.0

The service described in this schedule shall be charged as services are rendered as per the rates outlined on the attached table.

Dated this 19th day of March, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Mark R. Boyco Vice President, Gas Distribution Law & Beputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP**

LEGAL

Per:

JAMIE LEBLANC

MANAGER, FINANCE & CONTROL

ARUNAS PLECKAITIS

PRECIDENT.

ENBRIDGE INC.

ICE PRESIDENT, GENERAL COUNSEL &

CHEE COMPLIANCE DEFICER

Schedule of Prices

Call Type	Cost / Call 2008	2009	2010
Service Call, i.e. escape, unlock, meter work etc. (5 min/call)	\$ 5.25	\$ 5.40	\$ 5.50
Follow-up on calls – Past Priority, CR 12's (5 min/call)	\$ 5.25	\$ 5.40	\$ 5.50
Locate – schedule locate appt. for other Utilities, Municipalities etc. (3 min/call)	\$ 3.15	\$ 3.20	\$ 3.25
Locate – schedule appt. for NB to complete work (per utility) (5 min/call)	\$ 5.25	\$ 5.40	\$ 5.50
Service Check – provide bldg entry point, Tie-in location at the main (per service) (2 min/call)	\$ 2.10	\$ 2.15	\$ 2.20
Service Damage includes maintaining log (5 min/call)	\$ 5.25	\$ 5.40	\$ 5.50
Main Damage – includes maintaining log and ensuring all necessary CR 12's are complete (per minute call rate)	\$1.05	\$ 1.07	\$ 1.09
Report Preparation (per hour rate)	\$63.00	\$64.45	\$65.80

The above rates are adjusted by an inflation factor of 2.3 % for 2009 and an additional 2.1 % for 2010.

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Corporate Security Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the El-EGNB Agreement and Section 9 of the El-EGD Agreement. Notwithstanding the provisions of Section 23 of the El – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

Upon request from the Services Recipient, the Services Provider will:

- Conduct physical security reviews of Services Recipient's facilities and make recommendations as required;
- Conduct investigations into matters of impropriety or illegality and provide written reports detailing results of the investigation and recommendations of action to be taken; and

 Assist the Services Recipient Human resources personnel in complaints of harassment, compensation claims and other sensitive issues.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider will:

- Provide written reports detailing the results of the work requested and any related recommendations within a reasonable timeframe, agreed to by both parties when work on the Services Recipient request commences;
- Respond to standard requests within 24 hours and provide an estimate of the time to complete the request to the Services Recipient within 7 days; and
- Respond to urgent requests within 2 hours.

The Services Recipient will:

- Submit all requests to the Services Provider in writing, indicating the nature of the request and the requested timeframe for completion; and
- Provide access to all facilities and information deemed necessary by the Services Provider to complete a request.

4.0 PERFORMANCE MEASURES

The Service Levels related to responding to requests will be met 90% of the time. Once a request is initiated, the delivery of services and performance thresholds will be agreed to by both and will be based on the projected complexity of the request. These thresholds will be exceeded or met 90% of the time.

5.0 PROBLEM RESOLUTION PROCEDURES

Any shortfall in the performance measures identified by the Services Recipient will be communicated in writing to the Services Provider's Manager, Corporate Security. The Services Provider will provide a written response within 30 days, based on the discussions with the Services Recipient, identifying the sources of the performance shortfall and remedial action to be taken.

Failing resolution on the remedial action within 60 days of the original communication from the Service Recipient, the Problem/Conflict Resolution procedure set forth in the El-EGD Agreement will be followed.

6.0 PRICING AND CONDITIONS

During the term of this Schedule, the hourly service rates for 2008 shall be \$155/hr. for Manager, Corporate Security and \$85/hr. for Analyst, Corporate Security. The Services Recipient will be charged for actual time spent by the Services Provider, as determined by time dockets, for providing the services.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this 3rd day of January, 2008

APPROVED

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Vice President, Gas Distribution Law & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF

ENBRIDGE GAS NEW **BRUNSWICK** LIMITED PARTNERSHIP

JAMIE LE BLANC MANAGER,

FINANCE & CONTROL

ARUNAS PLECKAITIS

ENBRIDGE INC.

ALISON LOVE VICE PRESIDENT & CORPORATE SERETAR

DARBEY WADE VICE PRESIDENT, GENERAS COUNSEL & CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies **Business Development and Project Management Services** to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI–EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider will provide a variety of Technical Services activities. Service levels have been identified in section 3.0 of this Schedule. Additional services may be provided from time to time based on written and / or verbal requests of the Services Recipient and will be subject to acceptance by the Services Provider.

3.0 SERVICE LEVELS

The Services Provider will:

- Working with key Customers in Business Development activities that will meet the requirements of the customers.
- Provide support in Contract negotiations and Contract follow up to ensure compliance of all contractual agreements with such customers.

- Provide ongoing support in any related Technical areas including exploring new and evolving technologies.
- Provide Project management support for Turn key Projects as well as other key expansion projects involving large customers.
- Provide ongoing support as required, to continue to build on existing long term relationships as well
 and to develop new relationships.
- Provide Liaison type support when required for any Governmental Agencies related projects.

The Services Recipient will:

 Reimburse the Services Provider within the time periods set out including reimbursement for all travel, accommodation and reasonable entertainment expenses incurred in conducting business. PErformance measures

The Services Provider will:

- Present all contracts requiring regional signature, preferably fifteen days prior to the commencement date of the contract.
- Provide a detailed report in support of all charges, when requested by the Services Recipient.

4.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the Services Provider should be brought to the attention of the Manager, Sales if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the Agreement will be followed.

5.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged monthly as services are rendered at an
hourly rate as identified in the following Schedule of Prices. Payment for services rendered are due
in accordance with the schedule set out in the Agreement.

• Schedule of Prices

Effective January 1, 2008 the hourly service rates shall be the following:

- (a) \$85.00 per hour for all services provided by the Account Executive.
- (b) \$100.00 per hour for all services provided by the Manager, Key Accounts.
- (c) \$62.00 per hour for all services provided by the Administrative Support Staff.

The above rates will be adjusted by an inflation factor of 2.3% for 2009 and an additional 2.1% for 2010. The estimated budget amount for 2008 is \$98,325.

Dated this 9th day of April, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

APPROVED AS TO FORM

William G. Ross Vice President, Finance & Information Technology

ice President, Gas Distribution Law

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF

ENBRIDGE GAS NEW BRUNSWICK LIMITED

PARTNERSHIP

Dave Charleson

Dave Charleson, General Manager

PLECKAITIS

ENBRIDGE INC.

Alison T. Love Corporate Secretary

DARBEY WADE VICE PRESIDENT, GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (the "EI – EGD Agreement");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies Benefits, Pension, Employee Record Admin., Payroll, Human resources Information Services (HRIS) and HR Consulting Services to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI-EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI–EGD Agreement. Notwithstanding the provisions of Section 23 of the EI–EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with administrative services in six distinct areas: Payroll, Employee Benefits, Pension, Employee Record Administration, HRIS and HR Consulting. Additional services may be supplied on a fee for service basis in the Services. Provider's discretion upon request of the Services Recipient.

Services to be provided by the Services Provider shall include acting as a liaison with insurance carriers, consultants, actuaries, the Services Recipient's Human Resources staff and the Services Recipient's employees; as well supplying employee relations services. Special requests for services not expressly described herein, or customizations must be agreed upon by both parties prior to implementation of the service. The fees for these special requests will be based on the hourly rates provided herein, or agreed to on a fee for service basis.

3.0 **ROLES AND RESPONSIBILITIES**

The Services Provider is responsible for the following:

1. Maintain accurate records for the administration of the pension plan and employee benefit

programs of the Services Recipient.

2. Prepare invoices for monthly HR Administrative Services (over \$1,000) on a monthly basis for third party remittances within seven (7) business days of month end to be forwarded to the Services Recipient for payment. If monthly invoice is under \$1,000 it will be billed quarterly or once the \$1,000 minimum is reached. Accounts will be reconciled at year end.

3. Provide benefit payment information for monthly remittances to benefit carriers within seven (7) business days of receipt of invoice.

- 4. Prepare invoices prior to month end for the Employee Savings Plan and Defined Contribution Pension Plan and forward to the Services Recipient to wire transfer funds prior to month end to the plan administrators.
- 5. Prepare all monthly, quarterly and yearly reports required by the Services Recipient for the administration of the pension plan and employee benefit programs including regulatory reporting, actuarial evaluation, insurer and management needs.
- 6. Maintain and change compensation tables as requested by the Services Recipient within five (5) business days of the request received by the Services Provider; changes resulting from large re-organizations will be made within ten (10) business days.
- 7. Provide security administration, system support and table changes for current benefit plans on an on-going basis within ten (10) business days of the received request by the Services Provider from the Services Recipient.

8. Raise and discuss issues related to plan administration, coverage or premium levels.

- 9. Discuss proposed changes to programs of the Services Provider to determine the impacts or changes required by the Services Recipient.
- 10 Provide a detailed project plan utilizing the Human Resources Project Management template for each major Compensation or Benefits initiative requested by the Services Recipient to be conducted by the Services Provider.
- 11. Respond to inquiries from the Services Recipient or Services Recipient's staff within one (I) business day of the initial request.
- 12. Forward all regularly scheduled reports to the Services Recipient within ten (10) business days of each respective period end including the Monthly Headcount Report.

13. Provide access to the file room where employee records are maintained.

- 14. Provide all pay advice slips to the Services Recipient on the pay day dictated by the employee's pay frequency.
- 15. Process all adhoc payments requested in the next scheduled payroll run providing they are received at least 48 hours prior to the cutoff.
- 16. Deliver all T4s and T4As to the Services Recipient by February 28th of the year following the year in which the payroll was processed.
- 17. Provide an estimate of the time required to implement any program changes within one (1) week of receiving a documented change request from the Services Recipient.
- 18. Implement new business requirements requested by the Services Recipient within a reasonable timeframe committed to by the Services Provider prior to work commencing.

The Services Recipient will:

- 1. Maintain timely and up-to-date employee records and profiles for program administration
- 2. Process employee transactions for new hires and terminations as well as intra and interdepartmental moves (i.e. promotions), intercompany transitions and employee leaves (e.g. maternity leave).
- 3. Prepare payments for benefit program invoices received from the Services Provider within five (5) business days of receipt and forward them to the employee benefit providers for payment.
- 4. Prepare wire transfers for the Employee Savings Plan and the Defined Contribution Pension

- Plan within two (2) business days of receipt advice from the Services Provider and transfer funds prior to month end to administrators of such plans.
- 5. Notify the Services Provider of changes required to programs at least thirty (30) days in advance to allow for system and administrative review prior to implementation.
- 6. Provide all necessary information related to an employee transaction in writing.
- 7. Provide all requests for system changes in writing.
- 8. Ensure that all requests for major initiatives are delivered to the Services Provider in writing.
- 9. Complete all new employee sign-up's, this includes collecting all required information and inputting it into PeopleSoft and answering employee questions about Pensions & Benefits.
- 10. Input data into PeopleSoft for all employee transactions, pay changes, job changes, reporting relationships, etc.
- 11. Maintain accurate employee data.
- 12. Provide their own payroll accounting functions.
- 13. Remit deductions and premiums, along with the appropriate employer's contribution, where applicable, to the appropriate entity (i.e. Revenue Canada, United Way, Provincial Worker's Compensation Board, etc.) by the prescribed dates.
- 14. Provide all year end employee taxable benefit data to the Services Provider by January 15th of the following year in the format specified by the Services Provider.
- 15. Ensure all time reported for weekly paid employees is approved in the time reporting system by 12:00 p.m. on the following Monday, except where Monday is a Statutory Holiday, when time reporting records must be approved by 12:00 p.m. on Tuesday.

4.0 PERFORMANCE MEASURES

The delivery of these services will be measured by:

- 1. The service levels identified per activity above related to responding to requests being met 100% of the time.
- 2. All activities for which a project plan is developed will be delivered with 100% of the estimated time and cost.
- 3. Any non-compliance identified as a result of work done by the Services Provider.
- 4. Payroll deposits will be made to employee's bank accounts according to the payroll schedule 98% of the time each year.
- 5. Payroll completed accurately, based on information entered by the Services Recipient, in the Human Resources Information System 100% of the time, as measured by resolution of employee issues.
- 6. Delivery of reports to Services Recipient and external agencies as identified in the payroll schedule 95% of the time.
- 7. The Service Provider will deliver legislated remittance requirements to the Services Recipient within two (2) days of each confirmed payroll run, 100% of the time.
- 8. Payroll related input data and adjustments to employee records, managed by the Services Provider, will be completed accurately 98% of the time.

The Services Provider will establish meetings as required to discuss Compensation and Benefits issues related to the Service Recipient as well as review the metrics identified at the request of the Services Recipient.

5.0 PROBLEM RESOLUTION PROCEDURES

If an issue is identified by either the Services Provider, or the Services Recipient as requiring resolution, the other party will be advised to resolve the issue as quickly as possible. Changes will be implemented and documented. Any issues which cannot be resolved quickly will be escalated to progressively higher levels of management within the Human Resources departments of the Services Provider and Services Recipient to effect a resolution.

If the Services Recipient and Services Provider cannot reach agreement on the remedial action

within sixty (60) days of the original communication from either the Services Recipient or Services Provider, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this schedule shall be charged to the Services Recipient in accordance with the type of service delivered:

	2008	2009	2010
Pension Administration per employee per month	\$3.83	\$3.90	\$3.98
Benefit Administration per employee per month	\$7.14	\$7.28	\$7.43
Employee Data Maintenance (records storage & handling) per employee per month		\$1.09	\$1.11
Payroll Services per statement per month	\$4.28	\$4.37	\$4.46
Peoplesoft maintenance will be billed on a pro-rated basis based on number of employees and retirees.		\$102	\$104

 A hourly rate will be charged for any ad hoc services delivered in accordance with the following schedule:

	2008	2009	2010
Director	\$160.00	\$163.00	\$166.00
Senior / Manager	\$115.00	\$117.00	\$120.00
Intermediate	\$80.00	\$82.00	\$83.00
Junior	\$65.00	\$66.00	\$68.00
Clerical	\$55.00	\$56.00	\$57.00

 Any remaining services shall be billed as services are rendered based on the market value of the service provided.

The Services Recipient will:

Be charged directly for all fees related to a system change that is not related to the Services Provider but is required by the Services Recipient.

Ensure monthly invoices will be processed accurately within thirty (30) days of month end.

Dated this 9th day of April, 2004.

APPROVED AS TO FORM

LEGAL

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Vice President, Gas Distribution Law

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP**

Per:

Bave Charleson, General Manager

ARUNAS PLECKAITIS

ENBRIDGE INC.

DALBY WADE VICE PRESIDENT, GENERAL COUNSEL & CHIEF COMPLIANCE OFFICEL

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Taxation Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with:

- Prepare the annual Partnership Information return for the Services Recipient from the accounting systems of the Services Recipient and information provided by the Services Recipient;
- Prepare the annual Federal and provincial corporate income and capital tax returns for the Services
 Recipient from the accounting systems of the Services Recipient and information provided by the
 Services Recipient;
- Computation and payment of monthly Federal and provincial corporate income and capital tax installments for the Service Recipient, if required;
- Provide advice and assistance re: matters pertaining to preparation of annual budget taxable income calculations for the Services Recipient's budgets;
- Review of regulatory income and capital tax calculations as required;
- Provide general tax advice to the Services Recipient including responses to general income tax

questions and Investor's requests from the Services Recipient but excluding advice on proposed Services Recipient acquisitions and new businesses; and

- Provide general tax assistance related to any regulatory issues.
- Manage tax audits of the Services Recipient and negotiate issues arising in the course of such audits.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider is responsible for the following:

- Recommend to and obtain approval of the Services Recipient of filing position on potential
 contentious tax issues within the time frame agreed upon at the time the issue is identified;
- Provide the Services Recipient with completed Partnership tax returns at least one week prior to the filing date for each return;
- File all Partnership returns by their due dates;
- Prepare annual taxable income calculations for financial statement and budget tax provisions by dates identified by the Services Recipient;
- Provide timely and accurate responses to general tax questions within the time frame agreed upon when question is asked; and
- Review proposed and issued tax assessments and recommend to Services Recipient, at least 1
 month before deadline for filing a notice of objection, either acceptance and payment or
 commencement of litigation.

The Services Recipient is responsible for the following:

- Provide Taxation with unconsolidated financial statements and schedules and information required for accurate preparation of tax returns and Partnership Information returns tax returns at least 2 months prior to the filing date for the returns;
- Provide Taxation access to all systems necessary to enable Taxation to provide the above services to the Services Recipient;
- Provide the Services Provider with all information required to calculate budget taxable income calculations at least 2 weeks prior to the required completion date;
- Disclose to Taxation all potential tax issues as they arise; and
- Identify all dates to the Services Provider for monthly and annual reporting requirements at least 2 weeks in advance of any scheduled date.

4.0 PERFORMANCE MEASURES

- Preparation of Partnership returns by filing due dates 100% of the time.
- All other service levels will be met 90% of the time.

The Services Provider will meet semi annually, or as requested by the Services Recipient, to review the performance of the Services Provider from the last such meeting including assessment of the value added, risk areas, responsiveness to Services Recipient concerns, etc. Action steps and follow up will be identified where possible.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the Taxation Services should be brought to the attention of the Manager, Tax Services of the Service Provider if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged at an hourly rate of CAD \$230.00. The 2008 rate will be adjusted by an inflation factor of 2.3% in 2009 and 2.1% in 2010.

The estimated fees for services described in this Schedule are estimated to be CAD \$19,320.00 per year. The foregoing is based on an annual calendar year forecast of expected service requirements reasonably determined by the Services Provider. This annual forecast may be adjusted in accordance with Section 7 of the Agreement. This amount includes an estimate of reasonable out of pocket expenses payable in accordance with Section 6 of the Agreement and accordingly no additional amounts will be charged to the Services Recipient on account of out-of-pocket expenses. The Services Provider will notify the Services Recipient, as promptly as reasonable in the circumstances, of expected variances from the annual forecast in excess of 10%. The parties will meet promptly to discuss the reasons and establish whether the annual forecast should be revised.

The costs of goods or services from third parties obtained to address special technical requirements or fulfill a special request of the Services Recipient will be borne separately by and agreed upon in advance with the Services Recipient.

Dated this 9th day of April, 2008

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

APPROVED AS TO FORM

ENBRIDGE GAS NEW BRUNSWICK INC.

IN ITS CAPACITY AS GENERAL PARTNER OF

ENBRIDGE GAS NEW BRUNSWICK LIMITED

PARTNERSHIP

Dave Charleson

ENBRIDGE INC.

alisin J Love
VP+ Corporate Secretary
why Awall

DARBY WADE

VICEPREBIDENT

GENERAL COUNSEL &

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Risk Management Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider agrees to provide the Services Recipient with:

- 1a.) Management of Services Recipient's Insurance Program by ensuring appropriate insurance coverage, or other risk mitigation techniques is in place. Also, provide certificates evidencing such insurance as required by legislation or upon request;
- 1b.) Maintenance of information related to insurance and Workplace Safety Insurance Act coverage for all contractors used by the Services Recipient based on established insurance parameters;
- Management of Vehicle Insurance and related claims handling; and
- 2a.) Management of all third party liability claims handling through both internal adjusters and external service providers, including the investigation and settlement of all incidents;
- 2b.) Management of all first party property damage and liability claims through both internal adjusters and external service providers, including the investigation and settlement of all incidents.

3.0 SERVICE LEVELS

The Services Provider will:

- ensure the existence and availability of a constantly improving comprehensive risk management program designed to effectively reduce business risks to acceptable levels;
- ensure risk management services are provided in a timely manner and that reports are issued within two weeks or as negotiated prior to the commencement of services;
- ensure appropriate insurance coverage, or other risk mitigants, are in place 100% of the time in order to support the business operations of the Services Recipient;
- ensure appropriate coverage for contractors identified by the Services Recipient is in place;
- respond to the notification of all claims within 24 hours; and
- provide monthly status updates of claims to Services Recipient.

The Services Recipient will:

- provide all information critical to risk management services within 2 days or as agreed upon by both Services Provider and Services Recipient;
- communicate all new ventures and programs in writing in advance of program commencing;
- provide all information related to insurance underwriting submission as identified by the Services Provider within 2 weeks of receiving a written request;
- identify all contractors to the service provider and any changes in contractor status;
- notify service provider of any incidents, claims, and vehicle accidents by phone and in writing within 24 hours; and
- provide all requested information related to both first party and third party incidents within 2 days of request.

4.0 PERFORMANCE MEASURES

The delivery of the services will be measured by:

- risk management findings and reports being produced and distributed within the negotiated timeframe 100% of the time;
- 100% of Services Recipient appropriate insurance coverage requirements, as well as its identified contractors appropriate insurance requirements, being placed depending on the breath and level of coverage as agreed to by both Services Provider and Services Recipient in advance; and
- 100% of all claims being responded to within 24 hours of notification. Insurers' subrogation claims to be assessed on a case by case basis.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the services identified in this schedule should be brought to the attention of the Manager, Risk Management if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the EI-EGD Agreement will be followed.

6.0 PRICING AND CONDITIONS

The services described in this Schedule shall be charged at an hourly rate of \$90.00 in 2008. The 2005 rate will be adjusted by an inflation factor of 2.3% in 2009 and 2.1% in 2010.

The estimated fees for services described in this Schedule shall be \$7,200 in 2008. The foregoing fees are based on an annual calendar year forecast of expected service requirements reasonably determined by the Services Provider. The Services Provider reserves the right to revise this estimate in the event that the services rendered are significantly more or less than the estimated amount. The costs of goods or services from third parties obtained to address special technical requirements or fulfill a special request of the Services Recipient will be borne separately by and agreed upon in advance with the Services Recipient.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement. Enbridge hereby guarantees all such payments.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this 3dday of January, 2008.

APPROVED AS TO FORM

Jamie Liblane

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

rk R. Boyce Vice President, Gas Distribution Law & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP**

JAMIE LE BLANC MANAGER, FINANCE & CONTROL

ARUNAS PLECKAITIC PRESIDENT

ENBRIDGE INC.

DARBY WADE VICE PRESIDENT, GENCRAL COUNSEL & CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (the "EI – EGD Agreement");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Regulatory Consulting Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI - EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to Enbridge.

2.0 DEFINITION OF SERVICES

The Services Provider will provide consulting and facilitation services to assist the Services Recipient to develop a Cost Allocation Study for a given fiscal year.

The Services Provider is responsible for providing the services on a timely basis sufficient to allow the Services Recipient to meet its regulatory timetable, provided that the Services Recipient provides the Services Provider with a reasonable amount of notice and the required information to enable the Services Provider to deliver the services.

3.0 ROLES AND RESPONSIBILITIES

The Services Provider is responsible for the following:

Policy and Strategic Services

- Provide legislative overview, regulatory strategy and procedural advice.
- Identify regulatory opportunities and areas of concern with respect to regulatory environment and the governing legislation.
- Assess regulatory exposure to adverse positions of opposing parties and develop regulatory strategies, positions and arguments for submission to the regulator.
- Advise management on compliance with legislation, regulations, procedures and codes.

Case Management and Support Services

- Provide general management advice to the Services Recipient's Management Committee.
- As required, communicate and liase with OEB staff on financial regulation matters affecting the Services Recipient.
- As required, coordinate, facilitate discussions, and provide pertinent documentation to appropriate internal functional personnel for items relating to financial issues, operations/engineering issues, and gas supply/gas control issues.
- Provide advice on regulatory and procedural risks and recommend corrective action.
- Advise management on regulatory status so it can make informed decisions.
- Provide recommendations on compliance with regulatory and legislative constraints.

Regulatory and Legislative Issues Tracking Services

- Monitor and comment on Ontario Energy Board ("OEB") rules, regulations, and procedures as they affect the financial regulation of the Services Recipient.
- Track and report on regulatory and legislative changes.
- Monitor proceedings as requested to provide summaries of positions and decisions.
- Conduct regulatory research on an as requested basis.

4.0 PERFORMANCE MEASURES

The Services Provider will meet with the Services Recipient, as requested, to review the performance of the Services Provided..

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the services identified in this Schedule should be brought to the attention of the Manager, Rate Research and Design if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the EI-EGD Agreement will be followed.

6.0 PRICING AND CONDITIONS

During the Term of the Services Agreement, the services described above and any additional regulatory service will be charged at the following hourly market rates:

ve Effective <u>18 Jan 1/09</u>	Effective Jan 1/10	
\$260	\$266	\$272
\$200	\$205	\$209
\$140	\$143	\$146
\$120	\$123	\$126
	\$260 \$200 \$140	\$260 \$266 \$200 \$205 \$140 \$143

The foregoing fees are based on an annual calendar year forecast of expected service requirements reasonably determined by the Services Provider. The Services Provider reserves the right to revise this estimate in the event that the services rendered are significantly more or less than the estimated amount.

Non-labour related costs such as materials and supplies, transportation and travel will be billed to the Services Recipient, as set out in the EGD-EI Agreement.

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement. Enbridge hereby guarantees all such payments.

William G. Ross Vice President, Finance &

Mark R. Boyce Vice President, Gas Distribution Law & Deputy General Counsel

Information Technology

JAMIE LE BLANC

MANAGER, FINANCE & CONTROL

ARUNAS PLECKAMIS

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

ENBRIDGE INC.

Dated this 3rd day of January, 2008.

APPROVED

AS TO FORM

LEGAL

ENBRIDGE GAS DISTRIBUTION INC.

ENBRIDGE GAS NEW BRUNSWICK INC.
IN ITS CAPACITY AS GENERAL PARTNER OF

ENBRIDGE GAS NEW BRUNSWICK LIMITED

DARBY WADE VICE PRESIDENT, GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *Purchasing Management Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the Ei – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

The Purchasing and Supply Management Service Group will purchase on behalf of and deliver all required products and services to the Service Recipient.

- 1) We will ensure that we obtain the best overall value on all products and services.
- 2) We will obtain materials and services to satisfy all functionality needs, and of excellent overall quality.
- 3) We will manage and maintain all Vendor relationships ensuring that the company image is strengthened.
- 4) We will source all products required by your operation ensuring on time delivery to meet your business needs.
- 5) We will monitor the global marketplace to ensure that innovative products, technologies and processes are brought to your attention.

3.0 SERVICE LEVELS

In addition to the above; Purchasing and Supply Management Services will:

- 1) Participate with and add value to your new product introductory teams.
- 2) Generate various management reports.
- 3) Resolve any quality claims and issues.
- 4) Identify and effectively dispose of surplus and obsolete products and equipment.

The Service Recipient will:

- 1) Identify goods and service requirements.
- 2) Clearly identify material specification, quality requirements, destination and delivery dates.

4.0 PERFORMANCE MEASURES

The Service Provider will:

- 1) Manage all purchases and ensure that any cost escalation will remain at a level less than the Industrial Product Price Index (I.P.P.I.), with exception for commodities that exceed the I.P.P.I
- 2) Provide products and services, which meet or exceed the indicated material specifications. Any defect will be dealt with to the client's total satisfaction.
- 3) Ensure that purchased goods are delivered on time to a service level of 97%.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of Purchasing and Supply Management Services should be brought to the attention of the Manager Purchasing if they cannot be resolved with the Purchasing and Supply Management Services staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures identified in the EI-EGD Agreement will be followed.

6.0 PRICING AND CONDITIONS

The Service Provider will bill to the Service recipient for all services rendered at the following rate:

All Services - \$90.00 per hour. (Note: Rate is subject to an annual adjustment of 2.3% in 2009 and 2.1% in 2010.)

Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement. Enbridge hereby guarantees all such payments.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this 3rd day of January, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Mark R. Boyce Vice President, Gas Distribution Lew & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP**

So Goot John Son

Tames LEBLANC MANAGER, FINANCE & CONTROL

ARUNAS PLECKAITIS PRESIDENT

ENBRIDGE INC.

enloy DARBY WADE

VICE PRESIDENT

GENERAL COUNSEL &

COMPLIANCE OFFICER

THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI - EGD AGREEMENT");

AND TO:

THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

PREFACE 1.0

This Schedule identifies Planning and Opportunity Development Services to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI - EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI - EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI - EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

DEFINITION OF SERVICES 2.0

The Services Provider agrees to provide the Services Recipient with: Planning & Opportunity Development consulting functions which include:

Energy Policy & Analysis functions

EP&A Consulting

Other Consulting Assignments as required

These services will be based on a project by project basis as requested by the Services Recipient on an as needed basis.

SERVICE LEVELS 3.0

The Services Provider will offer on an as needed basis:

- Energy Policy & Analysis Consulting
 - Provide daily and long range demand forecasts

 Assist in developing demand forecast for daily operations/nominations and monthly billing process

The Services Recipient will:

- Provide detailed specifications for each request in writing;
- Identify the requested timeframe for the delivery of all requests in writing at the time of the request.

4.0 PERFORMANCE MEASURES

The specific measures of performance for this service are:

- All service requests will be produced according to the Service Recipient's specifications 100% of the time, subject to the SP's ability to modify delivery dates with reasonable notice to the SR; and.
- Maintain time reporting records for labour required to conduct the services.

5.0 PROBLEM RESOLUTION PROCEDURES

In the event that the Services Recipient is dissatisfied with the performance of services, the Services Provider's Director of Energy Policy and Analysis should be contacted directly by the Services Recipient if any performance issues cannot be resolved with the Services Provider's staff directly involved with the delivery of services.

If the parties cannot resolve any issue through the process described above, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed in order to reach a final determination.

6.0 PRICING AND CONDITIONS

All services shall be charged to the Services Recipient in accordance with the Pricing Schedule set forth in Exhibit I.

Materials and equipment, whenever possible will be billed directly to the Services Recepient, and travel and all reasonable expenses will be reimbursed.

Dated this 9th day of April, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

OVED AS TO FORM LEGAL

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS** NEW BRUNSWICK LIMITED **PARTNERSHIP**

Dave Charleson

General Manager

PLECKAITIS

ENBRIDGE INC.

DARRY WADE VICE PRESIDENT GENERAL COUNSEL & CHIEF COMPLIANCE OFFICER

Exhibit I - Pricing

Market Rate Pricing:	Hourly Rate for 2008:	Hourly Rate for 2009:	Hourly Rate for 2010:
EP&A Senior Analyst	\$169.00	\$173.00	\$176.00

THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN Α. ENBRIDGE GAS DISTRIBUTION INC.) AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

PREFACE 1.0

This Schedule identifies Planning & Economics services to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge has subcontracted with its subsidiary, Enbridge Gas Enbridge Inc. ("Enbridge"). Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI - EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI - EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI -EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

DEFINITION OF SERVICES 2.0

The Services Provider agrees to provide the Services Recipient with the following:

- 1. <u>Degree Day Tracking Report.</u> The file will be submitted by the 5th business day of the month.
- 2. <u>Degree Day forecasts</u>. The forecasts and supporting memo will be provided once per year in March for the following fiscal year. The forecasts will be based on the 20-year average methodology currently in place, using the latest data available at the time the forecasts are generated. Any change in methodology required by the Services Recipient must be first negotiated with the Services Provider.

3. Special Studies.

For all other requests not outlined above, the timelines for data requirements to be provided by the Services Recipient, and for the deliverance of a final product by the Services Provider, must be negotiated in advance. For consideration of any other such analysis where input data is not readily available, a minimum requirement of 10 business days (2 weeks) after the receipt of the correct input data is mandatory.

3.0 SERVICE LEVELS

The Services Provider will:

- Ensure the data used in all models, forecasts, and analysis is timely and accurate;
- Answer any questions related to the methodologies, or outputs.

The Services Recipient will:

- Communicate timelines and deliverable specifics clearly and in a timely fashion;
- Provide any other requested information required to enhance, or generally improve, the services provided.

4.0 PERFORMANCE MEASURES

Performance is deemed acceptable if the Services Recipient approves the deliverable within a specified timeframe. To that effect, it is the responsibility of the Services Recipient to ask any questions, to make any suggestions or comments, or to otherwise submit any inquiries within 10 business days (2 weeks) after final delivery. If no such feedback is obtained, it is assumed the deliverable has been accepted.

The Services Provider will ensure that all models, forecasts, and/or supporting memos are as accurate as possible given the quality of data provided.

5.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the services identified in this schedule should be brought to the attention of the Manager, Planning & Economics if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the EI-EGD Agreement will be followed.

6.0 PRICING AND CONDITIONS

For all other requests not outlined in Section 2.0 above, the timelines for data requirements to be provided by the Services Recipient and for the deliverance of a final product by the Services Provider must be negotiated in advance. For consideration of any other such analysis, a minimum requirement of 10 business days (2 weeks) after the receipt of the correct input data is mandatory.

The fees for services described in this Schedule shall be as follows:

Analytical activities will be charged at the following hourly market based rates of:

		Years (in \$/HR)	
Service Provider	2008	2009	<u>2010</u>
Market Analyst / Financial Analyst	\$95	\$97	\$99
Sr. Market Analyst / Sr. Financial Analyst	\$117	\$120	\$123
Manager E&MA / Manager FA	\$170	\$174	\$177
Manager Planning & Economics	\$205	\$210	\$214

The 2009 and 2010 rates have been derived by applying an inflation factor for 2.3% and 2.1% respectively to the 2008 market rate. The costs of goods and services from third parties obtained to address special technical requirements or fulfill a special request of the Services Recipient will be borne separately by and agreed upon in advance with the Services Recipient. Services provided hereunder shall be charged, and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the EI-EGD Agreement.

Non-labour related costs such as materials and supplies, transportation, and travel will be billed (if applicable) to the Services Recipient.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

Dated this 3rd day of January, 2008.

SAGAR KANCHARLA

Jamie LeBlanc

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance 2 Information Technolog

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED** PARTNERSHIP

JAMIE LEBLANC MANAGER, FINANCE & CONTROL

ARUNAS PLECKAMIS

ENBRIDGE INC.

DARBY WADE VICE PRESIDENT - GENCHAL COUNSEL & CHIEF COMPLIANCE

OFFICEL

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies **Legal and Corporate Secretarial**, **and Executive Services** to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to Enbridge.

2.0 DEFINITION OF SERVICES

Corporate Secretarial Services: The basic principles of corporate secretarial practice are related to managing contingencies under which board of directors decision-making occurs, compliance with statutes and regulations under which a company must operate and the promotion of good corporate governance procedures. The Services Provider will maintain current knowledge with respect to the legislation, regulations and applicable constating documents which govern the Services Recipient and its subsidiaries. The Services Provider will ensure that all affairs of the applicable Boards of Directors and Board Committees (including organization of Partnership, Board and Committee meetings) are administered in accordance with the principles of good corporate secretarial practice.

Legal Services: The Services Provider will provide legal services to the Services Recipient and its identified business units and subsidiaries on an as required basis. Services will be provided directly through the use of internal resources and, with the approval of the Services Recipient, external legal counsel as required. The Services Provider will be responsible to supervise the quality and cost of outside legal services in such instance.

Executive Services: Certain executives of the Services Provider, as appointed, will act as directors, officers, and/or advisors to the Services Recipient from time to time. These services will be provided in compliance with all applicable laws and regulations governing the duties of directors and officers to business corporations.

3.0 ROLES AND RESPONSIBILITIES

Corporate Secretarial Services

The Services Provider will as required:

- ensure a proper information flow to the applicable Boards and Committees;
- provide legal and procedural advice to the Chairs, Boards and Committees as required;
- organize and prepare partnership, shareholders' and board meetings, including the settlement of meeting dates and agendas and preparation and approval of all Board minutes;
- ensure compliance with applicable corporate and securities legislation/regulations, including statutory reporting and filings;
- maintain corporate records and documents on behalf of the Services Recipient;
- act as agent for the purposes of receipt of all legal and official documentation and notices served on the Services Recipient; and
- address shareholder and shareholder register issues as required.

Legal Services

The Services Provider will, as requested:

- identify laws and statutes which impact upon the Services Recipient's daily and routine business decisions and acquainting management in a general manner with these laws;
- identify risks and, to the extent possible, suggesting alternative courses of action;
- identify risks in a positive manner so that management can make informed decisions;
- promote compliance with laws applicable to the Services Recipient and its employees;
- provide policy advice and develop forms of standard documentation (e.g. standardized services agreements) in appropriate circumstances;
- provide legal advice/opinions and related business advice to the Services Recipient, its managers, employees and subsidiaries;
- prepare, review and revise commercial agreements;
- manage external legal services; and
- interpret key statutory or regulatory provisions affecting the Services Recipient and its businesses.

Executive Services

Appointed executives of the Services Provider will, as required:

- attend and conduct Board of Director and Committee meetings;
- oversee the business affairs of the Services Recipient; and
- advise on other miscellaneous business and governance matters.

The Services Recipient will:

- · pay for the Services as rendered within the time periods set out in the Agreement; and
- ensure that all instructions and information relevant to the Services Provider's assignments are provided to the Services Provider on a timely basis.

4.0 PROBLEM RESOLUTION PROCEDURES

Any concerns with respect to the performance of the Services should be brought to the attention of the Vice President, Gas Distribution Law and Deputy General Counsel of the Services Provider if they cannot be resolved with the staff directly involved. Failing resolution, the Problem / Conflict Resolution procedures set forth in the EI – EGNB Agreement will be followed to resolve any dispute between Enbridge, and the Services Recipient and the Problem / Conflict Resolution Procedures set forth in the EI – EGD Agreement will be followed to resolve any dispute between Enbridge and the Services Provider.

5.0 PRICING AND CONDITIONS

During the term of this Schedule, the hourly service rates shall be the following:

- (a) \$250.00 per hour for all services provided by the Vice President, Gas Distribution Law and Deputy General Counsel;
- (b) \$210.00 per hour for all services provided by the Senior Legal Counsel;
- (c) \$160.00 per hour for all services provided by the Legal Counsel;
- (d) \$90.00 per hour for all services provided by the Law Clerk; and
- (e) \$250.00 per hour for all executive services provided.

Enbridge hereby directs the Services Recipient to pay the Services Provider for all Services provided hereunder. Enbridge reserves the right to amend the foregoing payment direction upon written notice to the Services Recipient.

The Services Provider will ensure that all Services (either through the Services Provider's own resources or by external counsel) are provided in accordance with the terms of this Schedule. The Services Recipient acknowledges that some consultation with external legal advisors (law firms) will be necessary in connection with the routine delivery of the legal services. However, the Services Provider will ensure that the Services Recipient's approval is obtained prior to the retention of external legal advisors for significant files.

The Services Recipient will be charged for actual time spent by the Services Provider, as determined by time dockets, for providing the services. Except for services provided by external counsel, payment notices for Services will be sent to the Services Recipient at the end of each calendar quarter and payments are due in accordance with the schedule set out in the El-EGD Agreement. All amounts charged to the Services Recipient by external legal counsel (including both fees and disbursements) shall be paid in full by the Services Recipient on a timely basis. Enbridge hereby guarantees all such payments.

The Services Recipient will be required to reimburse the Services Provider for reasonable out of pocket expenses incurred by the Services Provider, in accordance with the EI-EGD Agreement.

Dated this 3rd day of January, 2008.

ENBRIDGE GAS DISTRIBUTION INC.

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LEGAL	币

William G. Ross Vice President, Finance Information Technology

Mark R. Boyce Vice President, Gas Distribution Law & Daputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF **ENBRIDGE GAS NEW BRUNSWICK LIMITED**

JAMIE LEBLANC MANAGER, FINANCE 8 CONTROL

ARUNAS PLECKAITIS

ENBRIDGE INC.

DARBY WADE VICE PRESIDENT, GENERAL COUNSELS

CHIEF COMPLIANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *IT Infrastructure Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the El–EGNB Agreement and Section 9 of the El-EGD Agreement. Notwithstanding the provisions of Section 23 of the El – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 DEFINITION OF SERVICES

Infrastructure Services encompass a variety of Services. Any services not defined below are out of scope for this Schedule.

The Services Provider will provide Infrastructure Services to the Services Recipient. The scope of these services is as follows:

- 1. Helpdesk
- 2. Desktop Support
- 3. Managed Desktop
- 4. Equipment Acquisition
- 5. Internet Access
- 6. Server Management
- 7. Network Support
- 8. E-mail Service & Support

2.1 Helpdesk

Services Provider responsibilities:

- Engage an appropriate phone answering team, on a 7X24X365 basis, to act as a single point of contact for Information Systems problems and routing to Tier 2 teams.
- Assume responsibility for the operation and management of help desk services for Services Recipient
- Call logging and routing of all calls placed with the Helpdesk
- Categorize and prioritize all incidents to ensure they are routed to the appropriate support teams and receive the correct level of attention
- Provision of self service applications where the Services Recipient user will be able to report an incident from their desktop instead of placing a call
- Provide a recorded status message to inform callers of any outage effecting a large number of users that
 is in progress
- Engagement of 2nd level support teams to provide in-depth support on approved hardware and software
- Proactively identify and resolve problems and known errors thus minimizing incident occurrences
- Minimize the adverse effect on the Service Recipient by identifying, analyzing and trending reoccurring desktop related problems submitted to the Help Desk
- Provide relevant status information to users who contact the Helpdesk and follow up on all calls to ensure the incident has been resolved to client satisfaction

2.2 Desktop Support

Services Provider responsibilities:

- 2nd Level deskside support/assistance for various hardware and software related problems between 8:00 a.m. and 5:00 p.m. EST, Monday to Friday excluding Services Provider observed holidays
- Warranty repair and replacement for computer equipment and the facilitation of warranty repair for computer equipment covered by another warranty provider.
- Services Provider will use commercially reasonable efforts to maintain non-Core Products
- Desktop Security compliance and administration

2.3 Managed Desktop Service

Services Provider responsibilities:

- · Configuring, packaging and deploying all Services Recipient approved desktop software
- Coordinating project-related software deployment to desktops
- Maintaining Services Recipient client code
- · Configuring and maintaining desktop and laptop builds
- Maintaining software distribution staging infrastructure

2.4 Equipment Acquisition Service

Services Provider responsibilities:

- Budget process support by providing pricing/availability on current future products and services in order to prepare future year budgets
- Respond to Services Recipient queries regarding product pricing, availability, specifications, order status
- Placing approved orders for all computer technology related equipment or software
- Provide non-biased assistance in gathering and interpreting quotations and deliveries from all vendors
- Shipping and receiving of computer equipment
- Asset tagging of computer equipment
- Forward vendor invoices to Services Recipient for authorization and payment

2.5 Internet Service

Services Provider responsibilities:

- Provide unlimited access to the Internet at supported desktops and laptops
- Routing of Internet electronic mail to and from Lotus Notes

2.6 Server Management Service Services Provider responsibilities:

Engagement of a Tier 2 support team to provide server support 7X24X365

- Provision and maintenance of anti-virus software on Intel servers
- · Intel server capacity planning
- Daily operation and administration of the backup and recovery of software and data stored on the servers
- Maintenance and support of the software products and hardware which perform the backups
- Problem and change management for Intel hardware and operating systems
- Security compliance and administration
- Technical support for Enbridge Gas Distribution standard hardware and standard operating systems

2.7 Network Support Service

Services Provider responsibilities:

- Provide a single point of contact and accountability for managing vendor, contractor, and Services Provider Carrier relationships and contracts. Services Provider Carrier's IT will assume responsibility for:
 - dispatch
 - coordination
 - service escalation
 - issue resolution
 - work order processing
 - contract compliance monitoring
 - vendor billing coordination
- Provide Cell Phone support for devices supplied by EGD
- Provide LAN /WAN monitoring trends and historical data for re-engineering
- Provision of maintenance and support for VPN network and Firewall
- Provide WAN monitoring. Includes proactive monitoring, problem management and change tracking.
- Provide LAN monitoring. Includes passive monitoring problem management and change tracking
- Provide 2nd level support for related problems and incidents on a rotational 7 x 24 basis
- Perform tracking functions for all problems that require escalation to 3rd parties on a rotational 7 x 24 basis

2.8 E-mail Service & Support Services Provider will provide:

- Access to EGD email at supported desktops and laptops
- Support for Blackberry device supplied by EGD
- The provision of support for EGD E-Mail and Calendaring

3.0 ROLES AND RESPONSIBILITIES

STAKEHOLDERS

The stakeholders relating to this Schedule are:

Role	Name	Title		Contact Numbers
Services Recipient	Bill Levangie	Director, Information Technology		Office (506)-457-6528 bill levangie@enbridge.com
Services Provider	Peter Rapini	Manager, Technical Services	IT	Office (416) 495-5515 peter.rapini@enbridge.com

The Services Provider will:

- 1. Assume responsibility for the operation and management of designated Infrastructure services for Services Recipient as outlined in section 2.0.
- 2. Provide service delivery management accountable through the Service Delivery Manager for all aspects of Service delivery.
- 3. Engage staff with proper training regarding the Services Recipient technical environment and support processes.

- 4. Meet or exceed all performance measures as defined in section 5.0.
- 5. Identify any issues to Services Recipient and work with Services Recipient to resolve such issues.
- 6. Include Services Recipient in the escalation process, and if requested, to escalate service issues directly to Services Recipient staff.
- 7. Provide best effort support of non Enbridge Gas Distribution standard hardware/software.

The Services Recipient will:

- 1. Provide introductions and orientation to Services Recipient staff as appropriate.
- 2. Verify asset count every 3 months.
- 3. Make available to Services Provider, personnel to assist to the extent reasonably necessary for Services Provider to provide the services described in this Schedule.
- 4. Provision all software licenses required in the delivery of these services
- 5. Provide payment of invoices for servers and/or software licenses procured on Services Recipient on behalf of Services Provider.
- 6. Provision of access to Services Recipient's location as required by the Services Provider's personnel to accomplish the services under this Schedule.
- 7. Ensure that all employees under their jurisdiction will comply with the Statement on Business Conduct.
- 8. Ensure that all facilities are ready for IMAC team, ie. LAN or Voice cable has been installed, electrical power available at location prior to IMAC team coming onsite.
- 9. Packing materials and shipping charges for computer equipment are Services Recipient's responsibility.

4.0 PERFORMANCE MEASURES

Services Provider will deliver to the Services Recipient, upon request or at some mutually agreed to time reporting on the performance of these services to the agreed to service levels tabulated below.

SERVICE LEVEL MEASURE	ATTAINMENT	COMMENTS		
HELPDESK				
Telephone Service Factor (TSF)	>=85%	Percentage of phone calls answered by the Tier 1 team in 60 seconds versus total number of incoming calls		
First Call Problem Resolution Rate	>=90%	Percentage of call pertaining to 'Common Off The Shelf Software' (COTTS) handled at the Helpdesk, which are resolved during the client's first call to the Help Desk		
End User Satisfaction	>=80%	Percentage of users who respond to the 'Helpdesk Satisfaction Survey' and were satisfied with the service they received		
DESKTOP SUPPORT	DESKTOP SUPPORT			
IT Requests	>=90%	Acknowledge Request within 1 business day Schedule a date for installation within 3 business days		
Resolution of Low Priority Incidents	>=90%	Resolve within 3 Service Days		

Resolution of Medium Priority Incidents	>=90%	Resolve within 8 hours		
MANAGED DESKTOP S	MANAGED DESKTOP SERVICES			
Installation of packaged software.	>=90%	Installation of packaged software via the software distribution system within 1 Business Day)		
Packaging of new software	>=90%	Packaging of new software will be completed within 5 business days from the completion of the required forms		
EQUIPMENT ACQUISIT	ON			
Response time for inquiries	>=90%	Response to inquiries for pricing, availability and product information answered within 2 Service Days (No Report)		
SERVICE LEVEL MEASURE	ATTAINMENT	COMMENTS		
Standard Hardware and Software	>=90%	All hardware and software will be ordered within 3 business days from the completion and approval of IT Request. (Delivery date is subject to Vendors SLAs)		
INTERNET ACCESS, SE	RVER MANAGEI	MENT and NETWORK SUPPORT		
Resolution of Medium Priority Incidents	>=90%	Resolve within 8 hours		
Resolution of High Priority Incidents	>=90%	Resolve within 4 hours		
Resolution of Urgent Priority Incidents	>=90%	Resolve within 2 hours		
Availability	>=99%	The Internet, Production Network and Production Servers will be available 99% of the time (calculated over 1 year) * Scheduled outages are not included in this calculation		

5.0 PROBLEM RESOLUTION PROCEDURES

In the event of a failure to resolve any problem within 60 days of the original communication from the Services Recipient, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

The estimated annual fee for Desktop Services described in this Schedule shall be \$153,000 in 2008. This is based on a monthly per device cost of \$118.74. In addition, the estimated Network pass-through costs for 2008 shall be \$55,000.

These rates will be inflated by 2.3% in 2009 and 2.1% in 2010.

The foregoing is based on an annual calendar year forecast of expected service requirements reasonably determined by the Services Provider. The Services Provider reserves the right to revise this estimate in the event that the services rendered are significantly more or less than the estimated amount.

The costs of goods or services from third parties obtained to address special technical requirements or fulfill a special request of the Services Recipient will be borne separately and agreed upon in advance with the Services Recipient.

Payment for services rendered is due in accordance with the schedule set out in the Agreement.

The Services Recipient reserves the right to terminate this agreement subject to sixty days (60) written notification being provided to the Services Provider. Upon termination of the agreement the book value of any assets in the possession of the Services Recipient will become due and payable to the Services Provider.

Dated this 9th day of April, 2008

APPROVED LEGAL

WHILM LEVANGIE

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Vice President, Gas Distribution Lav. & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC. IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED **PARTNERSHIP**

arleson, General Manager

ENBRIDGE INC

DARRY WADE VICE PRESIDENT, GENERA —COUNSEL & CITIEF

MPLANCE OFFICER

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (THE "EI – EGD AGREEMENT");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

1.0 PREFACE

This Schedule identifies *IT Consulting and Professional Services* to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (hereinafter referred to as the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the El – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

The services defined in this schedule are to be provided to the Services Recipient for a period of three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI–EGNB Agreement and Section 9 of the EI-EGD Agreement. Notwithstanding the provisions of Section 23 of the EI – EGD Agreement, the Services Provider may assign its rights and obligations under this Schedule to an affiliate of the Services Provider upon the delivery of written notice thereof to the Enbridge.

2.0 IT CONSULTING AND PROFESSIONAL SERVICES

Professional Services encompass a variety of activities, which depending on their nature, expected resource requirements, or time factors, may be managed either as projects or consulting arrangements. Services will be based on the relevant description of I.T. Professional Services Activities and could include any combination of services described in those aforementioned activities.

Services may be delivered as follows:

- A project staffed and managed by the Services Provider;
- A project partially staffed by the Services Provider and managed by the Services Recipient or the Service Provider;
- An individual resource provided by the Services Provider and managed by the Services Recipient; or
- An integration project staffed by a third party and project managed by the Services Provider.

3.0 ROLES AND RESPONSIBILITIES

STAKEHOLDERS

The stakeholders relating to this Schedule are:

Role	Name	Title	Contact Numbers
Services Recipient	Bill Levangie	Director, Information Technology	Office (506) 457-6528 Bill. levangie@enbridge.com
Services Provider	Henry Wong	Manager, Business Applications	Office (416) 753-7375 henry.wong@enbridge.com

The Services Provider will:

- Respond to any Services Recipient Request for Proposal (RFP) in writing within 5 business days for projects 30 person days or less, and within 15 business days for projects over 30 person days
- Provide resources who are qualified to provide services defined in any agreed-upon project
- Ensure that the requirements for any project are fulfilled through regular review and follow up
- Provide additional services and or information as specified and agreed to in the applicable statement
 of work

The Services Recipient will:

- Provide detailed business requirements and specifications in order to permit a proposal to accurately reflect the required work and resources
- Provide feedback on the performance and progress of resources assigned to engagements when an engagement is managed by the Services Recipient
- Provide, where necessary, an appropriate working environment for the type of work being performed
- Provide additional services and or information as specified and agreed to in the statement of work

4.0 PERFORMANCE MEASURES

- On-going progress communications as agreed with the Services Recipient
- Project completion quality reviews which include measurement against agreed upon quality expectations as well as costs and time required for delivery
- Specific performance measures, reporting & penalties will be identified in the agreed-upon project.
- Track progress against schedule, budget, scope and quality using the statement of work as the baseline for measurement

5.0 PROBLEM RESOLUTION PROCEDURES

In the event of a failure to resolve any problem within 60 days of the original communication from the Services Recipient, the Problem / Conflict Resolution procedures set forth in the Agreement will be followed.

6.0 PRICING AND CONDITIONS

Services will be charged at the rates set out in Appendix "A". These rates will be inflated by 2.3% in 2009 and 2.1% in 2010.

Services provided hereunder shall be charged and payment notices sent, as services are rendered. Payment for services rendered are due in accordance with the schedule set out in the Agreement.

Dated this 9th day of April, 2008

V L WILLAM LEVANGE

ENBRIDGE GAS DISTRIBUTION INC.

William G. Ross Vice President, Finance & Information Technology

Vice President, Gas Distribution Law & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC.

IN ITS CAPACITY AS GENERAL PARTNER OF

GAS NEW BRUNSWICK LIMITED ENBRIDGE

PARTNERSHIP

harleson, General Manager

VP+ Corporate Secretary

Per: Derby Jework

DARBY WADE

VICE PRESIDENT, GENERAL COUNSEL &

CHIEF COMPLIANCE OFFICEL

Appendix "A" to Consulting and Professional Services Schedule between Enbridge Gas Distribution Inc. and Enbridge Gas New Brunswick Inc.

Consulting and Professional Services Hourly Rates

Role	Hourly Bill Rate
Admin Support	\$ 50
Desktop Technician	\$ 60
Junior Analyst	\$ 80
Intermediate Analyst	\$ 90
Developer	\$ 90
Project Control Administrator	\$ 80
Network Administrator	\$ 80
Senior Developer	\$ 100
Senior Analyst	\$ 100
Senior Network Administrator	\$ 100
Specialist – All Disciplines	\$ 140
Project Manager - Small / Medium Projects	\$ 120
Team Leader / Supervisor	\$ 110
Architect – All Disciplines	\$ 130
Project Manager – Large Projects	\$ 130
Manager – Dept / Group	\$ 140
Director	\$ 160
Contractor Specialist	Cost + \$20

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SERVICES SCHEDULE TO:

A. THE INTERCORPORATE SERVICES AGREEMENT DATED JANUARY 1, 2008 BETWEEN ENBRIDGE GAS DISTRIBUTION INC. AND ENBRIDGE INC. (the "EI – EGD Agreement");

AND TO:

B. THE SERVICES AGREEMENT DATED AS OF JUNE 29, 2000 BETWEEN ENBRIDGE INC. AND ENBRIDGE GAS NEW BRUNSWICK INC., IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP (THE "EI – EGNB AGREEMENT")

This Schedule identifies **Gas Control, Nominations, Reconciliation and Reporting Services** (the "Services") to be provided to Enbridge Gas New Brunswick Limited Partnership (hereinafter referred to as "EGNB" or the "Services Recipient") by Enbridge Inc. ("Enbridge"). Enbridge has subcontracted with its subsidiary, Enbridge Gas Distribution Inc. (the "Services Provider"), to deliver the Services. The Services Recipient acknowledges and agrees to such subcontracting arrangement.

This Schedule forms part of the EI – EGNB Agreement and shall govern all aspects of the relationship between Enbridge and the Services Recipient arising out of the delivery of Services hereunder.

This Schedule also forms part of the EI – EGD Agreement and shall govern all aspects of the relationship between Enbridge and the Services Provider as it relates to the delivery of the Services by the Services Provider on Enbridge's behalf and as Enbridge's subcontractor.

For greater certainty, this Schedule does not create any direct, indirect or implied contractual relationship between the Services Recipient and the Services Provider.

Capitalized terms used in this Schedule shall have the meanings ascribed to those terms herein, or in the Glossary of Terms at Appendix I, as the case may be.

1.0 GENERAL TERMS

- 1.1 The Services shall be provided for three (3) years, commencing January 1, 2008 and terminating December 31, 2010. The term of this Schedule may be renewed in accordance with Section 13 of the EI-EGNB Agreement and Section 9 of the EI-EGD Agreement.
- 1.2 Services Provider shall provide the Services to the Services Recipient in the Service Territory.
- 1.3 Services Provider shall provide the Services to Services Recipient through the Main Control Centre and when the Main Control Centre is inoperative for this purpose, through the Contingency Site. Services Provider must provide the Services from the latter within one hour of loss of the ability to do so from the Main Control Centre. Both sites shall be located in buildings that are physically separate and each site shall be supplied by backup power to ensure that power outages will not affect provision of the Services.
- 1.4 Services Provider shall consult in good faith with Services Recipient when developing specifications, systems and procedures associated with the provision of the Services.
- 1.5 Services Provider's employees shall be available 24 hours per day, 7 days per week, 52 weeks per year to respond to customer and/or emergency related calls.

- 1.6 Services Recipient shall provide Services Provider with an on-call notification schedule with contact names and phone numbers. Updates shall be forwarded to Services Provider as appropriate. On-call personnel will be available 24 hours per day, 7 days per week, 52 weeks per year to respond to customer and/or emergency related calls.
- 1.7 Services Provider shall notify Services Recipient, immediately upon notice being received by Services Provider, of any Transporter restrictions.
- 1.8 Services Recipient shall maintain the Telemetry function, and will provide on-call coverage of this function for after hours, in addition to witness checks and audit calibration procedures for metering that is owned or operated by others.
- 1.9 Services Provider shall poll measurement data at the end of each day, and will notify Services Recipient to investigate and resolve identified data errors and potential communication problems at remote locations.
- 1.10 Services Recipient shall update and forward its emergency response and operations procedures (the "Procedures") in writing to Services Provider, as required. Services Provider shall have no liability related to Services Recipient's failure to advise Services Provider of the proper and current Procedures.
- 1.11 In the event of a gas supply emergency, Services Provider will consult with Transporters in order to reach consensus on ways and means to alleviate the emergency.
- 1.12 A detailed training program shall be developed by Services Recipient, in consultation with Services Provider, to ensure that all of Services Provider's employees receive an appropriate level of training necessary for the delivery of the Services in accordance with the Agreement and this Schedule, including mock emergencies.
- 1.13 Services Provider and Services Recipient shall provide organizational charts identifying roles and responsibilities of each party's employees. Any changes will be reflected in revised organizational charts and communicated between parties.
- 1.14 The following principles and measures will govern the protection of data and the delineation of roles and responsibilities between the parties:
 - Services Provider will not assume any responsibility for negotiating, discussing or revising any contractual matters with Services Recipient's customers or their gas suppliers and Transporter(s).
 - ii. All data in the computer systems will be protected by appropriate firewalls to ensure that the data is secure, and is used only for provision of the Services.
 - iii. All Incoming and outgoing telephone business related conversations will be recorded by Services Provider electronically, such recordings to be kept for a minimum of one (1) year. Transcripts of the recordings relating to the Services will be made available to Services Recipient upon reasonable request.

1.15 Services Recipient shall provide monthly to Services Provider, a contract summary identifying the gas supply and transportation arrangements for the subsequent gas month (the "Contract Requirements"). Services Recipient shall send changes to the Contract Requirements to the Services Provider no later than two business days prior to their effective date.

2.0 GAS CONTROL

The Services Provider shall:

- 2.1 Follow guidelines as described in the Procedures to ensure that Services Recipient meets all of the Contract Requirements.
- 2.2 Communicate with Transporter on an ongoing basis regarding confirmed and modified nominations quotas and operational restrictions set out in the Contract Requirements.
- 2.3 Evaluate whether curtailment is required on the current or next gas day and notify Services Recipient. Services Recipient will communicate whether spot or peaking gas is to be nominated by Services Provider or if curtailment will be called. If curtailment is instituted, Services Recipient will communicate the start and end dates and times to Services Provider.
- 2.4 Ensure that Services Recipient's imbalance arrangements with Transporter are within prescribed limits.
- 2.5 Provide gas supply scheduling to meet demand by taking into account all sources of gas supply provided by Services Recipient.
- 2.6 Monitor SCADA system and notify Services Recipient staff of operational concerns.

3.0 NOMINATIONS

Services Provider shall:

- 3.1 Nominate Services Recipient daily requirements in accordance with MNP general terms and conditions, with the provision of a copy to the Services Recipient and other parties as identified. The Services Provider shall determine the daily gas supply requirements by performing a 'next' day service territory demand forecast. The Services Provider shall deliver excess volumes to third parties through sales deals negotiated by the Services Recipient.
- 3.2 Manage contracted gas supply volumes in accordance with the Contract Requirements and schedule gas from suppliers, as required. The Services Provider shall also manage the Services Recipient's daily imbalance account on the MNP transmission system.
- 3.3 Upon approval from the Services Recipient, assess availability of and nominate backstop gas supply to cover curtailment shortfalls, if available.
- 3.4 Reconcile daily and monthly volumes to the Transporter's daily and monthly balancing reports, as required by the Services Recipient.
- 3.5 Provide support in the resolution of volume discrepancies with Services Recipient, gas suppliers, customers and their agents, as required.

3.6 The Services Provider shall act as agent to Services Recipient under any operational agreements between the Services Recipient and third party suppliers, for the purposes set out in the schedule.

4.0 REPORTING AND RECONCILIATIONS

The Services Provider will:

- 4.1 Reconcile on a daily and on a monthly basis, receipts and deliveries of the Transporter and resolve discrepancies in a timely manner in consultation with the Transporter.
- 4.2 Compare on a daily basis, custody transfer and check meter data and communicate discrepancies to Services Recipient and/or Transporter as appropriate.
- 4.3 Provide a month end true up report which will reallocate MNP final measurement data based on EGNB monthly billing information.

5.0 COMPUTER SYSTEMS AND SUPPORT

- 5.1 Ensure adequate computer, SCADA and backup systems are in place to provide the required services.
- 5.2 Ensure a telephone recording system is in place and active.
- 5.3 Permit view access to Services Recipient authorized personnel of its distribution system via the SCADA web.
- 5.4 Services Recipient will be responsible for the costs of transferring Telemetry data from Services Recipient's remote sites to the Main Control Centre (e.g. antennas, telecommunication costs), as required.

6.0 FEES FOR SERVICES

Services Recipient shall pay Services Provider the following annual amounts in equal monthly installments for the Services, upon receipt of payment notices from the Services Provider, in accordance with the Agreement. The Services Recipient acknowledges that these fees are estimated based on the volume of work required as of January 1, 2008, and in accordance with the requirements set out in Appendix II. In the event that there is a material increase in the volume of work required, Services Provider may increase the fees upon written notice to the Services Recipient in proportion to the increased volume, calculated in the same manner as the below fees are calculated, and such amended fees shall be paid by the Services Provider. IN NO EVENT SHALL THE SERVICES PROVIDER BE LIABLE TO THE SERVICES RECIPIENT FOR ANY CLAIM ARISING FROM THESE SERVICES IN EXCESS OF THE AMOUNT OF FEES DUE TO THE SERVICES PROVIDER HEREUNDER.

Services Fee Calculation - 2008

Gas Control- Monitoring SCADA and Forecasting	Daily	Demand
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1.0 hours per day, 365 days, @ \$78.61hour:

\$28,692.29

Gas Nominations - Daily Nominations, Confirmations, and Reporting

1.5 hours per day, 250 days, @\$77.16/hour:

\$28,934.32

2.5 hours per month, 12 months (set up and month end)

@\$77.16/hour.

Total

2,314.75

2.0 Hours per hours per day, 365 days, @\$77.16/hr:

<u>56,325.68</u> \$87,574.86

Management 1.5 hours per week 52 weeks, @\$101.48/hour

\$7,915.35

Shared services allocation:

\$29,353.00

(weather service, SCADA, overhead charges, misc.)
*Calculation based on the addition of Sackville gate station,

Added April 2008and costs prorated over the year.

Total 2008 charge

\$153,535.00

Services Fee Calculation - 2009-2010

Gas Control- Monitoring SCADA and Forecasting Daily Demand

1.0 hours per day, 365 days, @ \$78.61hour:

\$28,692.29

Gas Nominations - Daily Nominations, Confirmations, and Reporting

1.5 hours per day, 250 days, @\$77.16/hour:

\$28,934.32

2.5 hours per month, 12 months (set up and month end)

@\$77.16/hour: 2.0 Hours per hours per day, 365 days, @\$77.16/hr: 2,314.75 56,325.68

Total

\$87,574.86

Management 1.5 hours per week 52 weeks, @\$101.48/hour

\$7,915.35

Shared services allocation

\$38,857.14

(weather service, SCADA, overhead charges, misc.)

Annual Costs

\$163,039.64

Total 2009 charge (with 3% escalation)

\$167,930.83

Total 2010 charge (with 3% escalation)

\$172,968.76

IN WITNESS WHEREOF, the Parties have caused this Schedule to be executed by their duly authorized representatives as of the date first set above.

ENBRIDGE GAS-DISTRIBUTION INC.

Per:

William G. Ross Vice President, Finance & Information Technology

Mark R. Boyce Vice President, Gas Distribution Law & Deputy General Counsel

ENBRIDGE GAS NEW BRUNSWICK INC.

IN ITS CAPACITY AS GENERAL PARTNER OF ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP

Per:

Oade Charleson Gengral Manager

Per:

Jamie LeBlanc

Manager, Finance & Control

ENBRIDGE INC.

Per:

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Vice President Thousand

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APPENDIX I to EGNB Schedule dated January 1, 2008.

GLOSSARY OF TERMS

Contingency Site:

The physical location through which the Services Provider will be able to provide the Services, or some of them, to the Services Recipient when the Services Provider cannot do so through the Main Control Centre.

curtailment:

The curtailment of Interruptible Service and the purchase of gas supply from Interruptible Service customers, by the Services Recipient.

gas day:

A period of twenty-four (24) consecutive hours beginning at

0900 hours Central Clock Time (CCT).

MNP:

Maritimes and Northeast Pipeline L.L.C.

Main Control Centre:

The physical location through which the Services Provider will provide the Services to the Services Recipient.

peaking gas:

Gas that the Services Recipient must purchase, or nevertheless pay for, during a specified number of days in

the winter season.

scheduling:

The process by which nominations are consolidated by contract, by receipt and delivery point(s), and verified on a contract-by-contract basis and, within each contract, by the individual receipt point(s) or the individual delivery point(s), or both, and are verified by the affected transporter(s) and, as required, by the affected gas supplier(s) as well.

Service Territory:

The areas in which the Services Recipient has been granted rights to distribute gas by the relevant authorities pursuant to the applicable governing laws.

spot gas:

Gas purchased by the Services Recipient under an agreement with a duration of less than 30 days.

SCADA:

Supervisory Control and Data Acquisition; a system of remote control and telemetry used to monitor and control the Services Provider's gas distribution system.

Telemetry:

The recording and transmission, by electronic means, of data on pressures, gas flows and related operations between the Services Provider's remote sites, such as its gas stations, and the Main Control Centre or the Contingency Site.

Transporter(s):

Any one of the upstream pipeline transportation service providers with whom the Services Recipient or its customers, or both, hold capacity rights under one or more service agreements, as set out in the Contract Requirements.

APPENDIX II to EGNB Schedule dated January 1, 2008.

EGNB Gate Stations and Agency Appointments

- 1. Subject to section 2 below, the gate stations in the Service Territory to which the services apply are:
 - a. Beaver (Saint John)
 - b. Chesley (Saint John)
 - c. Egbert (Saint John)
 - d. Fredericton
 - e. Moncton
 - f. South Grandview (Saint John)
 - g. St. George
 - h. St. Stephen
- 2. The Services Recipient shall provide SCADA services only to the following gate stations in the Service Territory:
 - a. St. Stephen
 - b. Sackville
- 3. The Services Provider will act as an agent to the Services Recipient for the following third party arrangements:
 - a. JD Irving for the sale of natural gas to Atlantic Wallboard

CUSTOMER CARE SERVICES AGREEMENT



THIS AGREEMENT made as of the • day of June, 2009.

BETWEEN:

GAZIFÈRE INC., a legal person duly constituted under Part IA of the Companies Act (Québec), having its principal place of business at 706, Gréber Boulevard, Gatineau, (Québec) J8V 3P8, as represented by Glenn Beaumont and Will Akkermans, duly authorized for the present as they so declare.

(the "Services Provider")

- and -

ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP, a limited partnership created under the laws of New Brunswick having its principal place of business at 440 Wilsey Road, Fredericton, New Brunswick E3B 7G5, as represented by its general partner, ENBRIDGE GAS NEW BRUNSWICK INC., a corporation duly constituted under the laws of Canada, as represented by Dave Charleson and Jamie Leblanc, duly authorized for the present as they so declare.

("EGNB")

WHEREAS the Services Provider has developed an expertise in customer care management for the gas industry;

WHEREAS EGNB desires to retain the services of the Services Provider to provide customer care services to its client base;

WHEREAS the above-named Parties wish to reduce to writing the agreement pursuant to which the Services Provider will provide Services (as defined herein) to EGNB (this "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants herein after contained, the Parties agree that:

1. Services

- 1.1 The Services Provider shall use commercially reasonable efforts to provide to EGNB in a conscientious, safe, secure, professional, and workmanlike manner, the Services (as defined herein), in accordance with the terms and conditions of this Agreement, including, without limitation, the specifications described in Schedule A (the "Services") and the applicable services levels (the "Services Levels") identified in Schedule B hereto.
- 1.2 The Parties may want, from time to time, to adjust, amend or extend the Services (the "Modified Services"). If and when the Parties have agreed in writing to the provision of the Modified Services, then such new or additional service shall become a Service and any relevant schedule shall be updated accordingly and executed by the Parties.

- 1.3 The following provisions shall apply to service adjustments, amendments or extensions under this Agreement (the "Change Order Process"):
 - 1.3.1 during the term of this Agreement, the Parties may identify the need to modify elements of the Services, add new services or discontinue existing services. Either the Services Provider or EGNB may initiate a request for change. All requested changes must be identified in writing with an appropriate notice period within which the Party receiving such notice may respond, such period not to be less than thirty (30) days unless otherwise agreed to in writing by both Parties.
 - 1.3.2 either Party may propose changes to existing Services at any time during the Term of this Agreement. No amendment shall be effective unless both Parties agree in writing to the requested modifications and the effective date for implementation.
 - 1.3.3 if either Party expresses a desire to discontinue a Service described in Schedule A, the Parties shall endeavour in good faith to determine an appropriate wind-down period and a reasonable allocation of the costs of decommissioning, if any.
- 1.4 Both Parties recognize that even though this Agreement has been executed as at the date first stated above, it is effective since January 1st, 2009, even if the Services are rendered since January 19, 2009.
- 1.5 All toll-free telephone numbers used by EGNB's customers to access the Services are and will remain EGNB's property and, upon termination of the Services, shall be transferred to EGNB or as it may direct.

2. Licence by EGNB

- 2.1 EGNB recognizes that the Services Provider needs access to EGNB database so the Services Provider can provide the Services. Therefore, EGNB hereby grants the Services Provider a licence for the Term of this Agreement (the "Database Licence"), in accordance with and subject to the terms and conditions hereinafter set forth, to access those portions of EGNB database as may be agreed to from time to time, but only for the purposes of providing the Services.
- 2.2 In order to facilitate the exercise of the Database Licence by the Services Provider, upon execution of this Agreement and thereafter throughout the Term (as defined herein), EGNB shall promptly take such steps and provide the Services Provider with such access codes, password and other information as may be necessary or desirable to permit the Services Provider access and use of EGNB database as contemplated herein.
- 2.3 EGNB is responsible for any errors in the information provided by EGNB that is downloaded or accessed by the Services Provider.

3. Services Provider's obligations

- 3.1 The Services Provider shall:
 - 3.1.1 ensure that all customer inquiries are handled as per EGNB's policies & procedures referred to herein in Schedule A as part of the Services;
 - 3.1.2 ensure appropriate staffing and resources are available;

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- 3.1.3 ensure that the Services Levels are maintained;
- 3.1.4 prepare a monthly statistical report of the overall performance of the Services, and prepare a statistical report specific to each Service Level listed in Schedule "B", at the frequency listed in Schedule "B", indicating the level obtained in the previous time frame and how it compares to the target. Such reports are to be available through existing Symposium software and based on the example attached as Schedule C; and
- 3.1.5 inform EGNB of any real or alleged malfunction brought to the Services Provider's knowledge with regards to the Services or the Services Provider's system which could have a real or reasonably anticipated impact on the integrity of the Services.

The Services Provider represents and warrants that the Services will be performed in accordance with the standards of care and diligence normally practiced by communications firms performing services of a similar nature.

If the Parties ceased to be affiliated, as this term is defined in the Canada Business corporation 3.2 Act ("Affiliated") this section 3.2 shall apply and the Services Provider shall, at no cost to EGNB, maintain and keep in full force and effect, during the term of this Agreement, commercial general liability insurance having a minimum inclusive coverage limit, including personal injury (including death) and property damage, of at least \$3,000,000 per occurrence. EGNB shall be added as an additional named insured in the insurance policy, which should be extended to cover contractual liability, products/completed operations liability, owners'/contractors' protective liability and must also contain a cross liability clause. The Services Provider shall, from time to time, at the request of EGNB (but no more than once per year), furnish to EGNB a memorandum of insurance or an insurance certificate setting out the terms and conditions of each policy of insurance (hereinafter the "Insurance Policies") maintained by the Services Provider in order to satisfy the requirements of this Section. The Insurance Policies shall be arranged with insurers acceptable to EGNB, acting reasonably. The Services Provider shall not cancel, terminate or materially alter the terms of any of the Insurance Policies without giving prior notice in writing to EGNB. The Services Provider shall cause or arrange for any of its insurers under any one or more of the Insurance Policies to oblige itself contractually in writing to EGNB to provide thirty (30) days prior notice in writing before cancelling, terminating or materially altering the Insurance Policies under which it is an insurer.

4. EGNB's obligations

- 4.1 EGNB shall:
 - 4.1.1 inform the Services Provider of any real or alleged malfunction brought to EGNB's knowledge with regards to the Services which could have a real or reasonably anticipated impact on the integrity of the Services;
 - 4.1.2 pay all amounts due to the Services Provider in accordance with Section 7 hereof;
 - 4.1.3 provide the Services Provider with the information the Parties shall reasonably deem necessary for the Services Provider to satisfy the Services Levels as set forth in Schedule B, including, without limitation, up-to-date copy of the following manuals: New Brunswick "Emergency Procedures" Manual and all training manuals for Billing & Service inquiries, regional service and main information and provide regional maps;

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- 4.1.4 provide at is own costs initial on-site training and any follow-up training as the Parties may deem necessary in order to perform the Services in accordance with the Services Levels; and
 - 4.1.5 notify the Services Provider of any extraordinary commitments to customers and agencies or any corporate initiatives (such as a marketing campaign, a rate change, etc.) in advance at no less than fourteen (14) days for scheduled events or as soon as possible for unplanned events, in order to mitigate any negative impact on Services Levels. The Services Provider shall continue to have the obligation to satisfy the Services Levels as set forth in Schedule B for scheduled events. The Services Provider shall not have the obligation to satisfy the Services Levels for the duration of unplanned events, but shall make its best efforts to meet them during that time.

5. Maintenance & Upgrades

5.1 Either Party may need to perform necessary maintenance or upgrade procedures on its systems that may impact the availability of the Services for a certain period of time. In any such event, both Parties shall agree, in advance, acting in good faith, on a plan to ensure the availability and reduce the impact on the Services to a minimum.

6. Term

- 6.1 This Agreement shall be for a period of five (5) years from the date first above written (the "Initial Term") unless sooner terminated in accordance with the terms hereof. Without prejudice to EGNB's express rights of termination as provided herein, EGNB expressly renounces to its right to unilaterally terminate the Agreement in accordance with section 2125 of the Civil Code of Quebec.
- This Agreement shall be automatically renewed for successive twelve (12) month periods after the expiration of the Initial Term (each a "Renewal Term") unless, not less than one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term, as applicable, a Party gives written notice to the other Party of its intention to terminate this Agreement upon the expiration of the Initial Term or the then current Renewal Term, as applicable. The Parties shall then use reasonable, commercial efforts to negotiate in good faith the fees to be charged in respect of the Services for any Renewal Term not less than sixty (60) days prior to the end of the Initial Term or any Renewal Term, as the case may be. Failing mutual agreement relating to the fees, the Parties will immediately and automatically refer this unresolved issue to the Dispute Resolution process described in Section 9 for final determination, unless the Parties have ceased to be Affiliated, in which case Section 8.5 of this Agreement shall apply.

7. Fees

- 7.1 In consideration of the Services provided pursuant to this Agreement, EGNB shall pay the Services Provider the fees set forth in Schedule D hereto (The "Fees").
- 7.2 Payment of the Fees by EGNB shall be due within thirty (30) days of the date of receipt of the applicable invoice.
- 7.3 All Fees payable by EGNB hereunder are exclusive of all applicable federal and provincial sales, goods and services and other taxes (the "Taxes"). EGNB is responsible to pay all applicable Taxes for the Services, which shall be invoiced by the Services Provider.

- Any amount to be paid by EGNB to the Services Provider and not remitted on or before the date on which it is due shall thereafter bear interest at a compound annual rate of twelve (12%) percent, calculated and accrued monthly, not in advance, from the date payment was due until the date payment is made.
- 7.5 In the event of a significant change of any laws or regulations applicable to the Services Provider that would impose or create unexpected material costs to the Services Provider in providing the Services, theses additional costs should be determined in good faith by the Services Provider and the Services Provider may propose to recover an amount from EGNB. The Parties will discuss such proposal to recover the costs from EGNB. Failing mutual agreement regarding the recovery of the costs, the Parties will immediately and automatically refer this unresolved issue to the Dispute Resolution process described in Section 9 for final determination.
- 7.6 All amounts payable under this Agreement are expressed, and shall be paid, in Canadian dollars.

8. Termination

- 8.1 Notwithstanding anything to the contrary contained herein, this Agreement may be terminated immediately by a Party in writing if the other Party (the "Delinquent Party") is bankrupt or insolvent.
- 8.2 Subject to following the process set out in Section 9 (for a dispute over the existence of the default or substantial remedy of the default), a party may immediately terminate a particular Service at issue or this Agreement, without additional cost (other than potential cost under 8.6), if the other party (the "Defaulting Party") defaults in the performance of its duties or obligations under this Agreement which default is not substantially remedied within thirty (30) days after written notice is provided to the Defaulting Party specifying the nature of the default.
- 8.3 Either party may, on written notice to the other party, immediately terminate a particular Service in dispute or this Agreement, without additional cost (other than potential cost under 8.6), if the Parties fail to reach a resolution of a dispute after following the process set out in Section 9.
- In the case of any termination of this Agreement or a Service pursuant to Section 8.2 or Section 8.3, EGNB may require that the Services Provider continue to provide the terminated Services for a period of up to one hundred and eighty (180) days after the date of the termination notice, as determined by EGNB (the "Transition Period"), to facilitate transition of the terminated Service or Services to EGNB or to another service provider. During the Transition Period, this Agreement shall remain in effect at the then current fees, subject to the Incremental Costs and Avoided Costs mentioned in Schedule D.
- 8.5 If the Parties cease to be Affiliated, both Parties undertake to renegotiate in good faith the terms and conditions of this Agreement to their mutual satisfaction within thirty (30) days from the date they ceased to be Affiliated, or any other period the Parties may agree upon in writing (the "Renegotiation Period"), failing which this Agreement shall be automatically terminated one hundred and eighty (180) days after the end of the Renegotiation Period (the "Termination Period"). During the Termination Period, the Agreement shall remain in effect at the then current fees subject to the Incremental Costs and Avoided Costs mentioned in Schedule D.
- 8.6 In case of termination or non renewal of this Agreement or in respect of any Services, both Parties will continue to collaborate in good faith to facilitate the transition during the Transition Period or the Termination Period, as the case may be, and the Parties shall meet forthwith and negotiate in good faith an orderly transition plan to enable the Parties to mitigate the costs

associated with such termination without materially impacting the delivery of the Services and provide reasonable assistance to one another in implementing said plan including, without limitation, the transfer of applicable data. In addition to the foregoing, in connection with such transition plan, the Services Provider shall:

- 8.6.1 offer to sell to EGNB any and all assets owned by the Services Provider and used exclusively by the Services Provider in the provision of the Services for net book value (calculated as at the effective date of termination of this Agreement);
- 8.6.2 offer to transfer or assign to EGNB (where permitted under the terms of such contract) any and all third party service provider contracts and equipment leases that relate exclusively to the provision of the Services to EGNB;
- 8.6.3 offer to license or sublicense to EGNB (to the extent such sublicense is permitted by the original license) any software that is owned or licensed by the Services Provider and that is used by the Services Provider exclusively in providing the Services to EGNB; and
- 8.6.4 identify to EGNB, the staffing and equipment requirements associated with the provision by the Services Provider of the Services that are critical to the establishment of substantially similar services by EGNB.

9. Dispute Resolution

- 9.1 For as long as the Parties are Affiliated, in any event where the Services Provider and EGNB cannot within ten (10) business days in good faith reach consensus on any material issue arising from the Agreement which is contested, any dispute or controversy regarding the execution or performance thereof, including the determination of any issue that has to be negotiated in good faith, as well as any issue resulting from a problem with the interpretation or construction of the Agreement (the "Unresolved Issue"), the Services Provider or EGNB shall without further delay, refer and escalate the matter (the "Dispute") for resolution using the procedures described as follows:
 - 9.1.1 EGNB's designated representative and the Services Provider's designated representative must meet within five (5) business days after either the Services Provider or EGNB notifies the other in writing of an Unresolved Issue. The purpose of the meeting will be to develop an action plan that can be presented to the Services Provider and EGNB within ten (10) business days after the delivery of the notice described hereinabove. A copy of the action plan for resolution, or a notice describing the reasons why an action plan could not be agreed to, shall be sent to the President of the Services Provider and the President of EGNB. If the action plan fails to bring a resolution to the conflict within fifteen (15) business days after the delivery of the original notice described above:
 - a) the Parties may agree to escalate the issue further to the President of Enbridge
 Gas Distribution Inc. for final determination, in which case such decision shall be
 final and binding upon the Parties; or if the Parties cannot agree to escalate
 within 5 business days
 - b) either party may immediately terminate the Service in dispute or this Agreement pursuant to Section 8.3.
 - 9.1.2 Any costs associated with the resolution by Enbridge Gas Distribution Inc. will be shared equally by the Services Provider and EGNB.



- 9.1.3 Pending the resolution of any Dispute, all invoices for Services specifically related to the Unresolved Issue, as the case may be, shall be held by the Services Provider. If the resolution is in the favour of the Services Provider, then the Services Provider may apply any late charges associated with the payment of services that were postponed due to the invocation of the dispute resolution process.
- 9.1.4 For the purposes of this Section, the expression "meet" shall mean a meeting in person, a conference call or a videoconference call.

10. Indemnification and limitation of liability

- 10.1 Each of the Parties hereto (the "Indemnifier") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against any loss, damage, claim, liability, debt, obligation or expense (including reasonable legal fees and disbursements) incurred or suffered by the Indemnified Party caused by the Indemnifier and relating in any way to this Agreement or the provision of the Services, including any loss, damage, claim, liability, debt, obligation or expense resulting from or arising from or in connection with a negligent act or negligent omission of the Indemnifier.
- PROVIDER AND ITS CONSULTANTS/AGENTS AND THIRD-PARTY PROVIDERS EXPRESSLY DISCLAIM ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN RESPECT OF THE PROVISION OF ANY GOODS OR SERVICES PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, TITLE, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND OBLIGATIONS ON THE PART OF THE SERVICES PROVIDER AND ITS CONSULTANTS AND AGENTS.
- 10.3 Notwithstanding anything to the contrary herein contained, the Services Provider shall not be liable for any loss suffered by EGNB arising from or connected with the use or application of any Services provided by Services Provider for purposes other than those specified in this Agreement.
- 10.4 Each Party's entire liability to the other Party under any provision of this Agreement for all claims arising in any year of the term of this Agreement shall be limited to the amount of Fees actually received or receivable by the Services Provider and paid or payable by EGNB during that one-year period. The existence of more than one claim under this agreement during that year shall not enlarge or extend the foregoing limitation during that year. This limitation is not applicable to claims to the extent covered by insurance to be maintained by the Services Provider pursuant to Section 3.2.
- No Party shall be liable to any other Party for indirect or consequential, incidental, special, punitive or exemplary damages, including, without limitation, any business or economic loss.

11. Confidential Information and Personal Information

11.1 Each of the Parties hereto agrees to keep all information provided by the other Party (the "Disclosing Party") to it (the "Receiving Party") that the Disclosing Party designates as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure ("Confidential Information") confidential, and a

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Receiving Party shall not, without the prior consent of an authorized senior officer of the Disclosing Party, disclose any part of such Confidential Information which is not available in the public domain from public or published information or sources except:

- 11.1.1 to those of its employees who require access to the Confidential Information in connection with performance of the Services hereunder;
- 11.1.2 as in the Receiving Party's judgement may be appropriate to be disclosed in connection with the provision by the Receiving Party of the Services hereunder;
- 11.1.3 as the Receiving Party may be required to disclose in connection with the preparation by the Receiving Party or any of its direct or indirect holding companies, affiliates or subsidiaries of reporting documents including, but not limited to, annual financial statements, annual reports and any filings or disclosure required by statute, regulation or order of a regulatory authority;
- 11.1.4 to such legal and accounting advisors, evaluators and other experts as in the Receiving Party's judgement may be appropriate or necessary in order to permit the Receiving Party to rely on the services of such persons in carrying out the Receiving Party's duties under this Agreement.
- 11.2 The covenants and agreements of the Parties relating to Confidential Information shall not apply to any information:
 - which is lawfully in the Receiving Party's possession or the possession of its professional advisors or its personnel, as the case may be, at the time of disclosure and which was not acquired directly or indirectly from the disclosing Party;
 - 11.2.2 which is at the time of disclosure in, or after disclosure falls into, the public domain through no fault of the Receiving Party or its personnel;
 - 11.2.3 which, subsequent to disclosure by the Disclosing Party, is received by the Receiving Party from a third Party who, insofar as is known to the Receiving Party, is lawfully in possession of such information and not in breach of any contractual, legal or fiduciary obligation to the Disclosing Party and who has not required the Receiving Party to refrain from disclosing such information to others; or
 - disclosure of which the Receiving Party reasonably deems necessary to comply with any legal or regulatory obligation which the Receiving Party believes in good faith it has.
- In the event that any Party becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, such Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement.
- 11.4 If in the course of performing services, the Receiving Party obtains or accesses personal information about an individual, including without limitation, a customer, potential customer or employee or contractor of the disclosing Party ("Personal Information") the Receiving Party agrees to treat such Personal Information in compliance with all applicable federal or provincial privacy or protection of personal information laws and to use such Personal Information only for

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purposes of providing the services. Furthermore, the Receiving Party acknowledges and agrees that it will:

- 11.4.1 not otherwise copy, retain, use, modify, manipulate, disclose or make available any Personal Information, except as permitted by applicable law;
- 11.4.2 establish or maintain in place appropriate policies and procedures to protect Personal Information from unauthorized collection, use or disclosure; and
- 11.4.3 implement such policies and procedures thoroughly and effectively.
- Without limiting the foregoing, the Services Provider will perform its obligations under Section 11.4 in accordance with instructions provided by EGNB and will:
 - 11.5.1 promptly notify EGNB of any complaints or inquiries made by customers or governmental authorities;
 - 11.5.2 provide all reasonable cooperation and follow all reasonable instructions given by EGNB with respect to any such inquiries, audits or complaints;
 - 11.5.3 if served with a subpoena or other obligation to disclose Personal Information, notify EGNB so EGNB can seek a protective order;
 - 11.5.4 not deal directly with any customers or governmental authorities with respect to any such claims, and enable all privacy issues to be managed directly by EGNB;
 - 11.5.5 be in a position to provide all EGNB Personal Information to EGNB, without undue delay;
 - 11.5.6 designate an individual as a point of contact for all matters related to privacy laws and the management of Personal Information, who must be available at all times during business hours;
 - 11.5.7 notify EGNB forthwith of any suspected breach or inappropriate use of or access to Personal Information, and cooperate with any investigation;
 - 11.5.8 agree that all EGNB Personal Information will be only stored in Canada;
 - 11.5.9 not allow Personal Information to be stored or transported on portable devices, including personal computers, lap tops and PDAs.
- 11.6 Upon the termination of the provision of the Services pursuant to this Agreement each Party shall immediately return to the other Party all Confidential Information and Personal Information provided by the disclosing Party to the Receiving Party, and all copies thereof in its possession or control (other than such Confidential Information or Personal Information which continues to be used or relevant to the provision of services pursuant to any other Services), or destroy such information and copies and certify to the disclosing Party that such destruction has been carried out.

12. Force Majeure

- 12.1 For the purposes of this Agreement, "Force Majeure" shall mean acts of God, public enemy or terror, wars (declared or undeclared), revolutions, insurrections, civil commotion, fires, floods, slides, epidemics, quarantine restrictions, freight embargoes or power failures, strikes, walkouts (excluding illegal lockouts) or any event or circumstance which reasonably constitutes a material disabling event or circumstance, which is beyond the reasonable control of a Party, which does not arise from the neglect or default of a Party, and which will or is likely to result, in a material delay, interruption or failure by a Party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by a Party's lack of funds or financial condition, except where EGNB suffers a lack of funds or an impaired financial condition caused by Force Majeure which results in the Services Provider inability to provide any or all of the Services.
- 12.2 If either Party is rendered unable by Force Majeure to carry out its obligations under the Agreement, that Party shall give the other Party prompt written notice of the event giving rise to Force Majeure with reasonably full particulars concerning it. Thereupon, the obligations of the Party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of, the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure situation as quickly as practicable. No Party hereto shall be liable for any loss or damage or for any delay or failure in performance by reason of any cause beyond its reasonable control which it could not reasonably anticipate and take action to avoid or mitigate.

13. General

- 13.1 The Agreement does not create an agency, partnership or legal representative relationship between the Parties. Furthermore, a Party does not have the power to create obligations or to bind the other Party in any way whatsoever. The Parties acknowledge that they act as independent contractors in that each is free to manage its business as it so wishes.
- 13.2 The Parties agree that Sections 10 and 11 will survive termination of this Agreement.
- 13.3 A Party shall, from time to time, and at all times, do such further acts and execute and deliver all such further deeds and documents as shall be reasonably requested by the other Party in order to fully perform and carry out the terms of this Agreement.

Any notice, request, demand, direction or other communication required or permitted to be given or made under this Agreement to a Party shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery to the Party to whom it is addressed at its address noted below or at such other address of which notice may have been given by such Party in accordance with the provisions of this Section.

Services Provider:

Gazifère Inc.

Address:

706 Boul., Gréber Gatineau, Québec

J8V 3P8

To the attention of:

Assistant General Manager

Facsimile:

(819) 771-6079

With a copy to:

Miller Thomson Pouliot LLP

Address:

1155 René-Lévesque Byld.

31st floor

Montréal, Québec, H3B 3S6

To the attention of: Mtre Louise Tremblay

Facsimile:

(514) 875-4308

EGNB:

Enbridge Gas New Brunswick Inc.

Address:

Suite 101, 440 Wilsey Road Fredericton, New Brunswick

E3B 7G5

To the attention of: EGNB General Manager

Facsimile:

(506) 457-7753

Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if a notice is delivered or transmitted after 5:00 p.m. local time or such day is not a business day, then such notice shall be deemed to have been given and received on the next business day.

This Agreement may be executed in counterparts, no one of which needs to be executed by both of the Parties. Each counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute one and the same instrument.



- 13.6 This Agreement will enure to the benefit of and be binding upon the Parties thereto and their respective successors. This Agreement may not be assigned by either of the Parties thereto without the prior written consent of the other. For the purposes of this agreement "assignment" shall mean and include any transaction, event or circumstance which results in either the Services Provider or the EGNB ceasing to be a direct or indirect subsidiary of Enbridge Energy Distribution Inc.
- 13.7 Services Provider shall notify EGNB promptly and in writing of any proposed subcontractors to be used in connection with any of the Services where any such work to be subcontracted (i) results in a material change to the delivery of any Service; (ii) represents a substantial part of any Service; or (iii) is a material element of the Service. In any such instance, EGNB shall have the right, acting reasonably, to reject the appointment of any such subcontractor within ten (10) business days of receiving such notice.
- 13.8 The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder", and similar expressions refer to this Agreement and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 13.10 This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties agree, in respect of any claim or legal proceedings for any purpose whatsoever, in connection with the Agreement, to elect the judicial district of Montreal, Province of Quebec, Canada, as the proper forum for the hearing of said claims or said legal proceedings to the exclusion of any other judicial district which may have jurisdiction to hear such dispute according to the requirements of the law.
- 13.11 In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
- 13.12 This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties to an Agreement or by their respective successors.
- 13.13 This Agreement constitutes the whole and entire agreement between the Parties respecting the subject matter of the Agreement and supersedes any prior agreement, undertaking, declarations, commitments, representations, verbal or oral, in respect thereof.
- 13.14 In the event that any provision contained in this Agreement conflicts with a provision contained in a schedule hereto, the schedule shall prevail to the extent of any such inconsistency.
- 13.15 The Parties hereto have expressly agreed that this deed be executed in the English language. Les Parties ont expressément convenu que le présent acte soit rédigé en anglais.

 [the signature page is next]

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by the undersigned duly authorized representatives as of the date first stated above.

ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP, as represented by its general partner, ENBRIDGE GAS NEW BRUNSWICK INC.

Per: May Charleson

Per: / ///

Jamie Lebland

GAZIFÈRE INC.

Glenn Beaumont

Per:

SCHEDULE A



<u>Services</u>

The Services Provider agrees to provide EGNB with call centre services for handling the following call types, in accordance with the EGNB's policies & procedures (the "Policies & Procedures"), a copy of which is attached herein to Schedule A to be part of it:

- -Emergency Service Call Handling:. The activities involved in responding to emergency order requests and immediately creating a work order for dispatch. Specific information regarding the nature of the emergency will be collected, and forwarded electronically according to EGNB's written Policies & Procedures. Safety advice or other instructions will be provided to the caller, in accordance with EGNB's Policies & Procedures requirements;
- -Combos: The activities involved in responding to a change in ownership or tenantship of a service address;
- -Locates: The activities involved in responding to contacts on pipe locations;
- -Meter Orders: The activities involved in responding to requests for meter work including unlocks, locks, exchanges and removals. Issue an order for dispatch on behalf of EGNB according to EGNB's Policies & Procedures requirements;
- -Billing Inquiries: The activities involved in responding to inquiries regarding charges appearing on EGNB bills (rate changes, meter readings, Account Balance, missing payments, marketer change/selection, savings discussions, Finance Plans, Bill disputes, T-9—non gas burning accounts) and consists of updating customer information in the Billing Solution; initiating investigation of billing and payment errors and issuing special meter reading instructions;
- -Gas information: The activities associated with calls relating to obtaining gas service or equipment;
- -Payment/Billing options: Activities involved in initiating, canceling and responding to inquiries for billing programs such as Equalized billing, Pre-Authorized payment, Heating protection plans, Cooling Protection plans;
- -Customer Complaints: Address customer complaints using EGNB Policies & Procedures requirements;
- -Account accuracy: All customer contact should include updating contact phone numbers and mailing address;
- -Collections assistance: Limited to obtaining appropriate re-payment arrangements for delinquent accounts when engaged with the customer;
- -Problem Resolution Procedures: The individuals involved in providing Services will normally resolve day to day problems according to the guidelines in EGNB's Policies & Procedures requirements. Any concerns with respect to the performance of Services should be brought to the attention of the Manager of Customer Care (EGNB) or their designate if they cannot be resolved with the staff directly involved.

SCHEDULE B



Services Levels

Key service	Performance Level	Target Success (Measured Monthly)	Reporting Frequency Factor
Calls Abandoned	Abandonment rate (%) Of calls offered	Not to exceed 5 %	Weekly
Emergency Calls	Service Level% of Calls answered within 30 Seconds	At least 90 %	Weekly
All Other Calls	Service Level% of Calls answered within 30 Seconds	At least 90 %	Weckly
Call Quality	Average quality Score	At least 85 % for New CSRs At least 90 % for Established CSRs	Monthly

Client's files: any file created for a specific client, as the case may be, shall be retained for a period of one year from its creation.

Availability: Regular hours of operation are Monday to Friday 8AM to 6PM Atlantic (Standard/Daylight Savings) Time. Exceptionally, Emergency Service Call Handling is 7 days per week, 24 hours a day including all statutory holidays.

SCHEDULE C

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Reports Template

As per 3.1.4, various management and operating reports shall be provided by the Services Provider, three of which are listed below and included for reference. However, the reports shall not be limited to those listed below as, over time, EGNB and the Services Provider will work together to develop additional reports in order to continually manage resources in an effective and timely manner. The reports to be developed must be available through the existing Symposium software:

*

Application Call Treatment by interval: report shall convey the key business metrics on a weekly başis by hour (full detail).

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Agent by Application Performance: report shall convey, by call selection, the key performance metrics by representative. Said report should be provided by summary on a weekly and monthly basis by individual representative.

Application Performance Service Level: report shall convey, by call selection, the key performance metrics weekly and by month.

EGNB - Application Call Treatment interval 14h-15h

EGNB

Gatineau Site Name:

Table Name: iApplicationStat

Report Interval: 14:00:00 14 June, 2009 - 15:00:00 20 June, 2009

	Overflowed	Defaulted	Given Busy	Routed	Disconnected	Offered	Answered	Abandoned	Given Host Lookup
Quantity Percentage (%) Avg time before	0 0.00% 00:00:00	0.00:00	0.00:00 0.00:00	GKAND IOTAL 0.00% 00:00:00	0.00% 0.00% 00:00:00	% ·	36 100.00%	000.0	0.00%
Application: Biling_Eng_EGNB Total Average calls per int. Avg time before treat. per interval Percentage (%)	EGNB 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	%00:0	%00:00 0 00:00:00	00:00:00 00:00:00	0.00:00:00	70	20 11	%00°0	0 0 0 0 0 0 0 0
06/14/2009 14:00 Quantity Percentage (%) Avg time before treatment	00:00:00 00:00:00	00:00:00 00:0	00:00:00 00:0	00:00:00	0:00:00 0:00:00	°	00.00	00.00	00.0
14:15 Quantity Percentage (%) Avg time before treatment	00:00:00 00:00	0.00 00:00:00	00:00:00 00:00:00	0.00 00:00:00	0.00	0	0.00	0.00	0.00
14:30 Quantity Percentage (%) Avg time before treatment	00:00:00	0.00 00:00:00	00:00:00	00:00:00 00:00 ·	0 00:00:00	0 .	00.0	00.0	00.0

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Page 1 of 79

Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

	Answered	Talk Time	Average <u>Talk Time</u>	Post Call Processing Time
		GRAND T	OTAL	
	1053	60:15:25	00:03:26	24:33:07
olication: Biling_Eng_EGNB				
Summary:	571	36:31:00	00:03:50	11:30:43
Agent Name & ID: Veronica Levasseur - 7	513		· · · · · · · · · · · · · · · · · · ·	
Summary:	113	06:02:32	00:03:12	02:35:48
06 01/2009	113	06:02:32	00:03:12	02:35:48
Agent	113	06:02:32	00:03:12	02:35:48
Agent Name & ID: Nathalie Fraser - 7519				
Summary:	178	11:37:46	00:03:55	03:49:52
06 01/2009	178	11:37:46	00:03:55	03:49:52
Agent 2	178	11:37:46	00:03:55	03:49:52
Agent Name & ID: Claudia Langevin Robe	ertson - 7540			
Summary:	172	10:35:18	00:03:42	02:27:15
06 01/2009	172	10:35:18	00:03:42	02:27:15
Agent 🛒	172	10:35:18	00:03:42	02:27:15
ngent Name & ID: Veronique Larouche - 7				
Summary:	108	08:15:24	00:04:35	02:37:48
06 01/2009	108	08:15:24	00:04:35	02:37:48
Agent	108	08:15:24	00:04:35	
Application	571	36:31:00	00:03:50	11:30:43
olication: Billing_FR_EGNB				
Summary:	34	02:03:44	00:03:38	02:00:10
1 1 N 0 ID V	E42			
-		00:21:57	00:02:00	00:04:27
Summary:	11 -	00:21:57	• • • • • • • • • • • • • • • • • • • •	
Summary: 06 01/2009		00:21:57 00:21:57 00:21:57	00:02:00 00:02:00 00:02:00	00:04:27 00:04:27
Summary: 06 01/2009 Agent	11	00:21:57	00:02:00	00:04:27
06 01/2009 Agent Agent Name & ID: Nathalle Fraser - 7519	11 11	00:21:57 00:21:57	00:02:00	00:04:27
Summary: 06 01/2009 Agent	11	00:21:57	00:02:00	00:04:27

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Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

	Answered	<u>Talk Time</u>	Average <u>Talk Time</u>	Post Call <u>Processing Time</u>
a ID. Olandia Lawreyin Deb	ortoon - 7540			
Agent Name & ID: Claudia Langevin Rob Summary:	7	00:37:33	00:05:22	01:00:56
06 01/2009	7	00:37:33	00:05:22	01:00:56
Agent 🕌	Ţ	00:37:33	00:05:22	01:00:56
Agent Name & ID: Veronique Larouche -	7588			
Summary:	9	00:48:07	00:05:21	00:52:45
06 01/2009	9 .	00:48:07	00:05:21	00:52:45
Agent 3	9	00:48:07	00:05:21	00;52;45
Application	34	02:03:44	-00:03:38	02;00:10
pplication: EGNB_Night_E				
Summary:	42	01:48:55	00:02:36	01:14:55
Agent Name & ID: Chantal Glandon - 755	 6			
Summary:	· 18	00:51:32	00:02:52	00:27:05
06 01/2009	18	00:51:32	00:02:52	00:27:05
Agent $\frac{1}{2}$	18	00:51:32	00:02:52	00;27:05
Agent Name & ID: Roberto Florez - 7557				
Summary:	9	00:16:25	00:01:49	00:13:11
06 01/2009	9	00:16:25	00:01:49	00:13:11
Agent §	9	00:16:25	00:01:49	00:13:11
Agent Name & ID: Skander Souissi - 755	Ř			
Summary:	15	00:40:58	00:02:44	00:34:39
06 01/2009	15	00:40:58	00:02:44	00:34:39
ا Agent ا	15	00:40:58	<u> </u>	00:34:39
Application 🧵	42	01:48:55	00:02:36	01.14:55
pplication: Emerg_Eng_EGNB				
Summary:	120	05:09:24	00:02:35	02:10:49
Agent Name & ID: Veronica Levasseur -				
Agent Name & ID: Veronica Levasseur - Summary:	25	00:51:36	00:02:04	00:00:01
06 01/2009	25	00:51:36	00:02:04	00:00:01
Agent	25	00:51:36	00:02:04	00:00:01
Agent Name & ID: Nathalle Fraser - 7519				
. And and a section of the control o	29	01:20:26	00:02:46	00:56:26

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Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

			Average	Post Call
	<u>Answered</u>	<u>Talk Time</u>	Talk Time	Processing Time
06 01/2009	29	01:20:26	00:02:46	00:56:26
Agent	29.	01:20:26	00:02:46	00:56:26
Agent Name & ID: Claudia Langevin Ro				
· -	25	01:11:36	00:02:52	00:17:44
Summary:				00:17:44
. 06 01/2009	25 25	01:11:36 	00:02:52 00:02:52	00:17:44
. Agent	<u> </u>			
Agent Name & ID: Eric Gauthler - 7543				
Summary:	41	01:45:46	00:02:35	00:56:38
06 01/2009	41	01:45:46	00:02:35	00:56:38
Agent	741	01;45:46	- -00:02:35 ⊤	00:56:38
Application	120	05:09:24	00:02:35	02:10:49
The Man Emera ED ECNID				
oplication: Emerg_FR_EGNB Summary:	9	00:37:42	00:04:11	00:23:09
Agent Name & ID: Veronica Levasseur	- 7513			•
Summary:	2	00:04:58	00:02:29	00:00:00
06 01/2009	2	00:04:58	00:02:29	00:00:00
Agent	2	00:04:58	00:02:29	00:00:00
Agent Name & ID: Nathalle Fraser - 751	 g			
Summary:	3	00:17:11	00:05:44	00:00:02
	3	00:17:11	00:05:44	00:00:02
06 01/2009		00:17:11	= 00:05:44	00:00:02
Agent				
Agent Name & ID: Claudia Langevin Ro	bertson - 7540			
Summary:		00:02:12	00:02:12	00:00:00
06 01/2009	- 1	00:02:12	00:02:12	00:00:00
Agent		00:02:12	00:02:12	00:00:00
A IN F. L. A. MARINE SPACE				
Agent Name & ID: Eric Gauthier - 7543	· 3	00:13:21	00:04:27	00:23:07
Summary:	•••••••••••			
06 01/2009	3	00:13:21 00:13:21	00:04:27	. 00:23:07 00:23:07
Agent				00:23:09
Application	9	00:37:42	00:04:11	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
pplication: Locates_Eng_EGNB	* •			•

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Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

			Tall: Time	Average	Post Call Processing Time
		Answered	<u>Talk Time</u>	<u>Talk Time</u>	Frocessing Time
	Agent Name & ID: Veronica Levasseur	7513	****		
	Summary:	48	02:19:08	00:02:54	00:36:16
	06 01/2009	48	02:19:08	00:02:54	00:36:16
	Agent	48	02:19:08	00:02:54	00:36:16
-	Agent Name & ID: Nathalie Fraser - 751 Summary:	9 48	02:33:25	00:03:12	02:23:24
	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		00.00.05	00:03:12	02:23:24
	06 01/2009	48	02:33:25 02:33:25	00.03.12	02:23:24
	Agent				
	Agent Name & ID: Claudia Langevin Ro	bertson - 7540	••••		
	Summary:	62	03:11:06	00:03:05	00:41:34
,	06 01/2009	62	03:11:06	00:03:05	00:41:34
	Agent	62	03:11:06	00:03:05	00:41:34
	Agent Name & ID: Eric Gauthier - 7543				
	Summary:	49	02:13:32	00:02:44	01:57:14
	06 01/2009	49	02:13:32	00:02:44	01:57:14
	Agent	49	02:13:32	00:02:44	01:57:14
	Agent Name & ID: Veronique Larouche		00.00.04	00.02.40	01:09:24
	Summary:	39	02:09:01	00:03:18	
	06 01/2009	39	02:09:01	00:03:18	01:09:24
	. Agent	39	02:09:01	00:03:18	01:09:24
	Application	246	12:26:12	00:03:02	06;47:52
_	Application: Locates_FR_EGNB				
ľ	Summary:	13	00:36:08	00:02:47	00:17:52
L					
	Agent Name & ID: Veronica Levasseur		00.42.00	00:02:36	00:02:16
:	Summary:	5	00:13:02	00:02:30	
	06 01/2009	5	00:13:02	00:02:36	00:02:16
	Agent	5	00:13:02	00:02:36	00:02:16
	Agent Name & ID: Claudia Langevin Ro	bertson - 7540			
	Summary:	4	00:13:03	00:03:16	00:00:00
:	06 01/2009	4	00:13:03	00:03:16	00:00:00
	Agent	3 3 4	00:13:03	والمراجع والمستوانية المستعمرة والمراجع	00:00:00
	·	217-20-	A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ب الله المستحدد المستحد المستحدد المستح	

Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

-			Average	Post Call
• .	<u>Answered</u>	<u>Talk Time</u>	<u>Talk Time</u>	Processing Time
Agent Name & ID: Eric Gauthier - 7543				
Summary:	3	00:07:12	00:02:24	00:15:36
06 01/2009	3	00:07:12	00:02:24	00:15:36
Agent	<u> چې د د د د د د د د د د د د د د د د د د </u>		00:02:24	00:15:36
Agent Name & ID: Veronique Larouche	. 7588			
Agent Name & ID: Veronique Larouche Summary:		00:02:51	00:02:51	00:00:00
06 01/2009		00:02:51	00:02:51	00:00:00
Agent	44-14-15-1-1-14-1-14-1-14-14-14-14-14-14-14-14-1	00:02:51	00:02:51	00:00:00
Application		00:36:08	00:02:47	00:17:52
D. Harris Fra ECND				
oplication: Service_Eng_EGNB Summary:	17	00:58:01	00:03:25	00:07:36
Agent Name & ID: Veronica Levasseur	•	00.44.07	ດດເຄລເລຂ	00:00:00
Summary:	6	00:14:27	00:02:25	
06 01/2009	A Section of the sect	00:14:27 00:14:27	00:02:25 00:02:25	00:00:00
Agent	6			
Agent Name & ID: Nathalle Fraser - 751	[9			
Summary:	_	00:30:33	00:05:06	00:05:32
06 01/2009) 6	00:30:33	00:05:06	00:05:32
Agent	and the second s	00:30:33	00:05:06	00:05:32
A and Name 9 ID: Claudia I anguin D	nherison - 7540			
Agent Name & ID: Claudia Langevin Ro Summary:		00:12:45	00:03:11	00:00:00
		00:12:45	00:03:11	00:00:00
06 01/2009 Agent	#******************	00:12:45	00:03:11	00:00:00
Valent				
Agent Name & ID: Eric Gauthier - 7543	:	00.00.40	. 00.00-46	00.02.04
Summary:	1	00:00:16	00:00:16	00:02:04
06 01/2009	المراجع والمراجع والم	00:00:16	00:00:16	00:02:04 00:02:04
Agent		00:00:16	00:00:16	00:02:04
Application	17	00;58:01	00:03:25	
pplication: Service_FR_EGNB				
Summary:	. 1	00:04:19	00:04:19	00:00:01
A CALL OF DAY OF THE PROPERTY TO				
Agent Name & ID: Nathalle Fraser - 751		00:04:19	00:04:19	00:00:01
Summary:		00.04.13		

Report Interval: 00:00:00 01 June, 2009 - 00:00:00 22 June, 2009

Site Name:

Gatineau

Table Names: mAgentByApplicationStat

			Average	Post Call
	<u>Answered</u>	<u>Talk Time</u>	Talk Time	Processing Time
06 01/2009	1	00:04:19	00:04:19	00:00:01
Agent		00:04:19	== 00:04:19 <i>;</i> =	00:00:01
Application			00:04:19	00:00:01
<u> </u>	· · · · · · · · · · · · · · · · · · ·	— GRAND TO	TAL	
	1053	60:15:25	00:03:26	24:33:07

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EGNB - Application Performance Service Level

Report Interval: 00:00:00 14 June, 2009 - 00:00:00 20 June, 2009

Gatinean Site Name:

Table Names: wApplicationStat

vice	94.16%
% Service Level	94.
Ans Delay At Skillset	01:10:12
Aban After Threshold	9
Max, Aban'd . <u>Delay</u>	00:02:28
Abandoned	13
Ans After Threshold	GRAND TOTAL 14:19 16
Max, Answer <u>Delay</u>	GRA 00:04:19
Avg Ans Delay	00:00:12
Answer Delay	364 01:11:32
Answered	364
Offered	380
Skillset Calls:	1 1

8 1 00:01:07 1 00:39:42 8 1 00:01:07 1 00:39:42	Application: Biling_Eng_EGNB	ling_Eng_EG	NB							-		
196 195 00:40:28 00:00:12 00:04:19 8 1 00:01:07 1 00:39:42	Summary:	196	195	00:40:28	00:00:12	00:04:19	œ	-	00:01:07	-	00:39:42	95.41%
	06/15/2009	196	195	00:40:28	00:00:12	00:04:19	8	1	00:01:07	-	00:39:42	95.41

					-						
Summary:	4	5	13 00:04:08	00:00:19	00:01:41		~	00:02:28	7	00:04:05	78.57%
36/15/2009	14	13	00:04:08	00:00:19	00:01:41	2	-	00:02:28	-	00-04-05	78.57

שליוופשויים בייסואם אופווים בייסואם											
Summary:	13	თ	00:01:01	. 20:00:00	00:00:12	0	ო	00:00:44	8	00:01:00	83.33%
06/15/2009	13	6	00:01:01	20:00:00	00:00:12	0	ď	00.00.44	6	00.000	00 00

Application: EGINB_NIGHT_FF	1										
Summary:	0	0	00:00:00	00:00:00	00:00:00	o	0	00:00:00	0	00:00:00	0.00%
06/15/2009	0	0	00:00:00	00:00:00	00:00:00	0	0	00:00:00	0	00-00-00	000

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EGNB - Application Performance Service Level

Report Interval: 00:00:00 14 June, 2009 - 00:00:00 20 June, 2009

Gatineau Site Name:

Table Names: wApplicationStat

9	Application: Emerg_Eng_EGNB	Answer <u>Delay</u>	Avg Ans Delay	Max. Answer <u>Delay</u>	Ans After Threshold	Abandoned	Max, Aban'd Delay	Aban After Threshold	Ans Delay At Skillset	% Service
	44	00:07:32	00:00:10	00:00:28	2	ល	00:01:05	ч	00:07:20	91.84%
5-2-2-	4	44 00:07:32	00:00:10	85:00:00	2	5	00:01:05		00:07:20	91.84

Application: Emerg_Eng_EGNB_Night	nerg_Eng_EG		=								
Summary:	0	0	00:00:00	00:00:00	00:00:00	Ô	0	00:00:00	0	00:00:00	0.00%
06/15/2009	0	0	00:00:00	00:00:00	00:00:00	0	0	00:00:00	0	00:00:00	00:00
Application			00.00.00								

		•
	100.00%	100.00
	00:00:29	00:00:29
	0	
	00:00:00	00:00:00
	0	
	0	
	00:00:14	00:00:14
	00:00:10	00:00:10
	00:00:31	00:00:31
	ю	3
Application: Emerg_FR_EGNB	4	
Application: E	Summary:	06/15/2009 Application

Summary:	0	0	00:00:00	00:00:00	00:00:00	0	0	00:00:00	0	00:00:00	0.00%
06/15/2009	0	0	00:00:00	00:00:00	00:00:00	0	0	00:00:00	C	00-00-00	000

Page 3 of 3

94.16%

01:10:12

ဖ

00:02:28

13

16

00:04:19

00:00:12

01:11:32

364

380

EGNB - Application Performance Service Level

Report Interval: 00:00:00 14 June, 2009 ~ 00:00:00 20 June, 2009

Gatineau Site Name:

Table Names: wApplicationStat

Avg Max. Answer Ans After Max. Aban'd Aban After Ans Delay % Service S. Delay Wax. Aban'd Aban After Ans Delay % Service S. Delay Wax. Aban'd Abandoned Delay Threshold At Skillset Level	0:00:11 00:01:49 4 3 00:00:19 0 00:16:59 95.96%	0:00:11 00:01:49 4 3 00:00:19 0 00:16:59 95.96 第25.96 第25.96 第25.96 10:00:00 10:00:
1	00:00:11	00:00:11
Answer Delay	00:17:15	96 00:17:15
Answered	96	
Offered ocates En	66	66
Skillset Calls: <u>Offered Answere</u> Application: Locates Eng EGNB	Summary:	06/15/2009 Application

•	Application: Locates_FK_EGNB Summary: 2	۵ 2	00:00:24	00:00:12	00:00:13	0	. •	. 00:00:00	0	00:00:24	100.00%
	06/15/2009 2 Application 配加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加加	7 7	00:00:24	00:00:12	00:00:13 00:00:13		0	00:00:00 00:00:00		00:00:24	100.00

Summary: 2	7	00:00:13	00:00:00	00:00:00	0	0	. 00:00:00	0	00:00:13	100.00%
06/15/2009 2	2	00:00:13	00:00:00	00:00:00	0	0	00:00:00	0	00:00:13	100 00

0 00:00:00 0 0 00:00:00 00:00:00 0 0		[
	Summary:	0	0	00:00:00	00:00:00	00:00:00	o	0	00:00:00	0	00:00:00	%00'0
0 00:00:00 0 0 0 00:00:00 00:00:00 00:00:	06/15/2009	Ó	0	00:00:00	00:00:00	00:00:00	0.	o	00:00:00	C	00-00-00	00 0

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SCHEDULE D



Fees

Fees are based on the forecasted EGNB call volumes listed below.

EGNB Call Volume Forecast:

Year	2009	2010	2011	2012	2013
· Projected Call Volume	20,942	23,679	25,531	26,589	27,868

If for any given year call volumes increase >15% over the year forecast, incremental costs (if any) sustained by the Services Provider are to be recovered from EGNB (the "Incremental Costs").

If for any given year call volumes reduce >15% below the year forecast, avoided costs (if any) by the Services Provider will be recovered by EGNB (the "Avoided Costs").

The Parties shall work together and use reasonable and commercial efforts to determine in good faith the Incremental Costs and the Avoided Costs following the above-mentioned call volumes variation.

Year	2009	2010	2011	2012	2013
Annual Fees	\$520,000	\$550,000	\$605,000	\$650,000	\$695,000

> Fees: Annual pricing billed monthly.

Costs

Subject to the foregoing, each Party shall be responsible for its own costs associated with the Services.

EGNB shall namely, without limitation, be responsible for:

- IVR call tree set-up and modification;
- Voice talent costs related to IVR recordings;
- Telco charges, such as long distances charges, tie-lines and long distance charges for transfers from the Services Provider to level 2 EGNB i.e. warm transfers;
- Software licenses for Caris, Great Plains and ICity;
- IT set up.

The Services Provider shall namely, without limitation, be responsible for:

- Staff and recruiting;
- System and equipment;
- Symposium software license