

PROMISSORY NOTE

TO: Enbridge Inc.

OLF Ref: NEWB 18

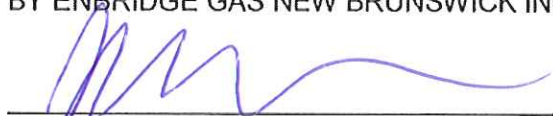
For value received, Enbridge Gas New Brunswick Limited Partnership ("Gas New Brunswick") hereby promises and agrees to pay to the order of Enbridge Inc. ("the Lender") at the City of Calgary, in the Province of Alberta or as otherwise directed by the Lender, the principal sum of Twenty-One Million Dollars (\$21,000,000) in lawful money of Canada with interest thereon from the date hereof at the rate of 5.63% per annum, calculated and payable on the balance of the principal sum outstanding from time to time from the date hereof, the said interest and principal to be paid as follows:

1. By paying semi-annual installments of accrued interest commencing on the 9th day of June 2010 and on the 9th day of December 2010, and the 9th business day of June and December in each and every year thereafter. The first interest payment due June 9, 2010 is \$589,530.41.
2. Interest shall be calculated on the basis of the actual number of days elapsed over 365 days; the rate of interest specified herein is intended to be a nominal rate and not an effective rate of interest. Interest as aforesaid shall accrue and be payable before and after default, maturity and judgment with interest on overdue interest calculated at the same rate on the same basis.
3. Payments that fall on a day other than a business day or a Saturday or Sunday shall be payable on the next succeeding business day and shall include interest accrued to that payment date.
4. Gas New Brunswick shall have the right, without penalty, to prepay the entire principal sum, or a portion thereof and interest accrued thereon, that may be outstanding from time to time.
5. The principal balance remaining after any prepayments is due in full on December 9, 2019.

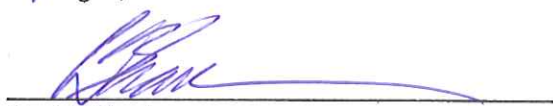
The Lender shall be entitled to demand payment of the principal amount hereof, together with accrued interest, in the event that payment of interest or principal as herein provided remains in default thirty (30) days after any specified payment date; this right to make demand is in addition to any other right to which the Lender may be entitled.

DATED this 9th day of December, 2009.

ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP
BY ENBRIDGE GAS NEW BRUNSWICK INC. AS GENERAL PARTNER



Jamie D. LeBlanc
Manager, Finance and Control



David Charleson
General Manager

PROMISSORY NOTE

TO: Enbridge Inc.

OLF Ref: NEWB 17

For value received, Enbridge Gas New Brunswick Limited Partnership ("Gas New Brunswick") hereby promises and agrees to pay to the order of Enbridge Inc. ("the Lender") at the City of Calgary, in the Province of Alberta or as otherwise directed by the Lender, the principal sum of Twenty-Five Million Dollars (\$25,000,000) in lawful money of Canada with interest thereon from the date hereof at the rate of 5.37% per annum, calculated and payable on the balance of the principal sum outstanding from time to time from the date hereof, the said interest and principal to be paid as follows:

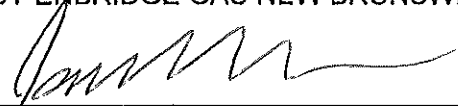
1. By paying semi-annual installments of accrued interest commencing on the 25th day of December 2009 and on the 25th day of June 2010, and the 25th business day of June and December in each and every year thereafter. The first interest payment due December 25, 2009 is \$687,801.37.
2. Interest shall be calculated on the basis of the actual number of days elapsed over 365 days; the rate of interest specified herein is intended to be a nominal rate and not an effective rate of interest. Interest as aforesaid shall accrue and be payable before and after default, maturity and judgment with interest on overdue interest calculated at the same rate on the same basis.
3. Payments that fall on a day other than a business day or a Saturday or Sunday shall be payable on the next succeeding business day and shall include interest accrued to that payment date.
4. Gas New Brunswick shall have the right, without penalty, to prepay the entire principal sum, or a portion thereof and interest accrued thereon, that may be outstanding from time to time.
5. The principal balance remaining after any prepayments is due in full on June 25, 2014.

The Lender shall be entitled to demand payment of the principal amount hereof, together with accrued interest, in the event that payment of interest or principal as herein provided remains in default thirty (30) days after any specified payment date; this right to make demand is in addition to any other right to which the Lender may be entitled.

DATED this 25th day of June, 2009.

ENBRIDGE GAS NEW BRUNSWICK LIMITED PARTNERSHIP

BY ENBRIDGE GAS NEW BRUNSWICK INC. AS GENERAL PARTNER



Jamie D. LeBlanc
Manager, Finance and Control



David Charleson
General Manager