
CDN.\$300,000,000 REVOLVING TERM CREDIT FACILITY

CREDIT AGREEMENT

BETWEEN

ENBRIDGE SOUTHERN LIGHTS LP
as Borrower

and

ENBRIDGE INC.
as Lender

[DATE], 2019

CREDIT AGREEMENT

THIS AGREEMENT is made as of [DATE], 2019.

B E T W E E N:

ENBRIDGE SOUTHERN LIGHTS LP (the “**Borrower**”)

- and -

ENBRIDGE INC., a corporation subsisting under the federal laws of Canada (the “**Lender**”)

WHEREAS, pursuant to the National Energy Board Act (the “Act”) and its related Pipeline Financial Requirements Regulations, the National Energy Board (the “NEB”) has directed the Borrower to maintain financial resources equal to its absolute liability limit, as such term is defined in the Act;

AND WHEREAS the Borrower has requested the Lender to make revolving loans on demand to the Borrower in the aggregate principal amount of up to Cdn.\$300 million at any time outstanding from time to time until this Agreement is terminated in accordance with its terms;

AND WHEREAS the Lender agrees to make such loans to the Borrower upon the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Advance**” means an advance of funds made by the Lender to the Borrower, but does not include any Conversion or Rollover.

“**Affiliate**” means any person which, directly or indirectly, controls, is controlled by or is under common control with another person; and, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”) means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of shares or other economic interests, the holding of voting rights or contractual rights or otherwise.

“**Agreement**” means this agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“Applicable Laws” or **“applicable law”** means, in relation to any person, transaction or event:

- (a) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any Governmental Authority; and
- (b) all Governmental Authorizations to which the person is a party or by which it or its property is bound or having application to the transaction or event.

“Applicable Pricing Rate” means 115 basis points per annum.

“Banking Day” means a day on which banks are open for business in Calgary, Alberta, but does not in any event include a Saturday or a Sunday.

“Canadian Dollars”, “Cdn.\$” and **“\$”** mean the lawful money of Canada.

“Canadian Prime Rate” means, for any day, the greater of:

- (a) the rate of interest per annum established from time to time by The Toronto-Dominion Bank as the reference rate of interest for the determination of interest rates that The Toronto-Dominion Bank will charge to customers of varying degrees of creditworthiness in Canada for Canadian Dollar demand loans in Canada; and
- (b) the rate of interest per annum equal to the average annual yield rate for one month Canadian Dollar bankers' acceptances (expressed for such purpose as a yearly rate per annum) which rate is shown on the CDOR Page at 10:00 a.m. (Toronto time) on such day or, if such day is not a Banking Day, on the immediately preceding Banking Day, plus 100 basis points per annum,

provided that if both such rates are equal or if such one month bankers' acceptance rate is unavailable for any reason on any date of determination, then the “Canadian Prime Rate” shall be the rate specified in (a) above.

“Canadian Prime Rate Loan” means an Advance in, or Conversion into, Canadian Dollars made by the Lender to the Borrower which bears interest at the Canadian Prime Rate.

“CDOR Page” means the display referred to as the “CDOR Page” (or any display substituted thereof) of Reuters Limited (or any successor thereto or Affiliate thereof).

“CDOR Rate” means, on any day on which CDOR Rate Loan is to be advanced pursuant hereto, the per annum rate of interest which is the rate determined as being the arithmetic average of the annual yield rates applicable to Canadian Dollar bankers' acceptances having identical issue and comparable maturity dates as the CDOR Rate Loan proposed to be advanced to the Borrower displayed and identified as such on the CDOR Page as at approximately 10:00 a.m. (Toronto time) on such day; provided, however, if such a rate does not appear on such CDOR Page, then the CDOR Rate, on any day, shall be the discount rate quoted by The Toronto-Dominion Bank to the Lender (determined as of 10:00 a.m. (Toronto time) on such day) which would be applicable in respect of an issue of bankers' acceptances accepted by The Toronto-Dominion Bank and with a comparable maturity date to the CDOR Rate Loan proposed to be advanced to the Borrower on such day, or if such day is not a Banking Day, then on the immediately preceding Banking Day.

"CDOR Rate Loan" means an Advance in, or Conversion into, Canadian Dollars made by the Lender to the Borrower which bears interest at the CDOR Rate, and each Rollover in respect thereof.

"Commitment" means the commitment of the Lender to provide the full amount of the Credit Facility, subject to any reduction in accordance with the provisions hereof.

"Conversion" means a conversion or deemed conversion of a Loan under the Credit Facility into another type of Loan under the Credit Facility pursuant to the provisions hereof.

"Conversion Date" means the date specified by the Borrower as being the date on which the Borrower has elected to convert, or this Agreement requires the conversion of, one type of Loan into another type of Loan and which shall be a Banking Day.

"Conversion Notice" means a notice substantially in the form annexed hereto as Schedule C to be given to the Lender by the Borrower pursuant hereto.

"Credit Facility" means the credit facility in the maximum principal amount of Cdn.\$300 million to be made available to the Borrower by the Lender in accordance with the provisions hereof, subject to any reduction in accordance with the provisions hereof.

"Default" means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

"Documents" means, collectively, this Agreement and all certificates, notices, instruments and other documents delivered or to be delivered to the Lender in relation to the Credit Facility pursuant hereto or thereto and, when used in relation to any person, the term **"Documents"** shall mean and refer to the Documents executed and delivered by such person.

"Drawdown" means an Advance of a Canadian Prime Rate Loan or a CDOR Rate Loan.

"Drawdown Date" means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof and which shall be a Banking Day.

"Drawdown Notice" means a notice substantially in the form annexed hereto as Schedule A to be given to the Lender by the Borrower pursuant hereto.

"Event of Default" has the meaning set out in Section 7.1.

"Excluded Taxes" has the meaning set out in Section 5.4.

"GAAP" means generally accepted accounting principles in Canada, which shall be deemed to be reference to the recommendations at the relevant time of the Canadian Institute of Chartered Accountants (or any successor institute thereto) applicable on a consolidated basis (unless otherwise specifically provided or contemplated herein) as at the date on which any determination or calculation is made or required to be made in accordance with such principles.

"Governmental Authority" means any federal, provincial, state, regional, municipal or local government or any department, agency, board, tribunal or authority thereof or other political

subdivision thereof and any entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or the operation thereof.

“Governmental Authorization” means an authorization, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree or demand or the like issued or granted by law or by rule or regulation of any Governmental Authority.

“Interest Payment Date” means:

- (a) with respect to each Canadian Prime Rate Loan, the first Banking Day of each calendar month; and
- (b) with respect to each CDOR Rate Loan, the last day of each applicable Interest Period and, if any Interest Period is longer than 3 months, the last Banking Day of each 3 month period during such Interest Period,

provided that, in any case, the date on which the Credit Facility is fully cancelled or permanently reduced in full, shall be an Interest Payment Date with respect to all Loans then outstanding under the Credit Facility.

“Interest Period” means:

- (a) with respect to each Canadian Prime Rate Loan, (i) the period commencing on the Drawdown Date of such Loan or Conversion Date into such Loan and ending on the earliest of the next Interest Payment Date for such Loan, the Conversion Date for such Loan or the date selected by the Borrower for repayment of such Loan, or (ii) the period commencing on an Interest Payment Date for such Loan (excluding such Interest Payment Date) and ending on the earliest of the next Interest Payment Date for such Loan, the Conversion Date for such Loan or the date selected by the Borrower for repayment of such Loan; and
- (b) with respect to each CDOR Rate Loan, the period selected by the Borrower and being of 1, 2, 3 or 6 months' duration (or, subject to the agreement of the Lender, a longer or shorter period) commencing on the applicable Drawdown Date, Rollover Date or Conversion Date, as the case may be,

provided that in any case: (i) the last day of each Interest Period shall be also the first day of the next Interest Period whether with respect to the same or another Loan; (ii) the last day of each Interest Period shall be a Banking Day and if the last day of an Interest Period selected by the Borrower is not a Banking Day the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next following the last day of the Interest Period selected unless such next following Banking Day falls in the next calendar month in which event the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next preceding the last day of the Interest Period selected by the Borrower; and (iii) the last day of all Interest Periods for Loans outstanding under the Credit Facility shall expire on or prior to the Termination Date.

“Loan” means a Canadian Prime Rate Loan or a CDOR Rate Loan hereunder.

“Obligations” means, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower to the Lender under, pursuant or relating to the Documents or the Credit Facility and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Borrower under this Agreement.

“Outstanding Principal” means, at any time, the aggregate principal amount of all outstanding Loans.

“Repayment Notice” means a notice substantially in the form annexed hereto as Schedule B to be given to the Lender by the Borrower pursuant hereto.

“Rollover” means, with respect to any CDOR Rate Loan, the continuation of all or a portion of such Loan (subject to the provisions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto.

“Rollover Date” means the date of commencement of a new Interest Period applicable to a CDOR Rate Loan and which date shall be a Banking Day.

“Rollover Notice” means a notice substantially in the form annexed hereto as Schedule D to be given to the Lender by the Borrower pursuant hereto.

“Taxes” means all taxes, levies, imposts, stamp taxes, duties, fees, deductions, withholdings, charges, compulsory loans or restrictions or conditions resulting in a charge which are imposed, levied, collected, withheld or assessed by any country or political subdivision or taxing authority thereof now or at any time in the future, together with interest thereon and penalties, charges or other amounts with respect thereto, if any, and “Tax” and “Taxation” shall be construed accordingly.

“Tax Forms” has the meaning set out in Section 5.4.

“Tax Refund” has the meaning set out in Section 5.4.

“Termination Date” has the meaning set out in Section 2.3.

1.2 Headings; Articles and Sections

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 Article, Section or other portion hereof and include any agreement supplemental hereto. 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.

1.3 Number; persons; including; successors

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts,

unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them. References herein to any person shall, unless the context otherwise requires, include such person’s successors and permitted assigns.

1.4 Accounting Principles

Where the character or amount of any asset or liability or item of revenue or expense or amount of equity is required to be determined, or any consolidation or other accounting computation is required to be made for the purpose of this Agreement or any other Document, such determination or calculation shall, to the extent applicable and except as otherwise specified herein or as otherwise agreed in writing by the parties hereto, be made in accordance with GAAP applied on a consistent basis.

1.5 References to Agreements and Enactments

Reference herein to any agreement, instrument, licence or other document shall be deemed to include reference to such agreement, instrument, licence or other document as the same may from time to time be amended, modified, supplemented or restated in accordance with the provisions of this Agreement if and to the extent such provisions are applicable; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended or extended from time to time and to any successor enactment.

1.6 Per Annum Calculations

Unless otherwise stated, wherever in this Agreement reference is made to a rate “per annum” or a similar expression is used, such rate shall be calculated on the basis of calendar year of 365 days.

1.7 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Drawdown Notice
Schedule B	-	Repayment Notice
Schedule C	-	Conversion Notice
Schedule D	-	Rollover Notice

ARTICLE 2 - CREDIT FACILITY

2.1 Credit Facility

Subject to the terms and conditions hereof, the Lender shall make the Credit Facility available to the Borrower.

2.2 Availability and Nature of the Credit Facility

(1) Subject to the terms and conditions hereof, the Lender hereby establishes this line of credit in favour of the Borrower and agrees on demand to make Loans to the Borrower (a "Loan") from time to time until the Termination Date pursuant to this Article 2.

(2) The Credit Facility shall be a revolving credit facility: that is, the Borrower may increase or decrease Loans under the Credit Facility by making Drawdowns, repayments and further Drawdowns.

(3) Each Loan shall be in such amount as the Borrower may request from the Lender but the aggregate principal amount of all Loans at any one time outstanding shall not exceed the Commitment.

(4) From the Effective Date until the Termination Date (as that term is defined below), the Borrower may borrow, prepay and re-borrow Loans as provided for under this Agreement, in either the full amount of the Commitment or any lesser sum.

2.3 Loan Commitment and Termination

The Commitment shall automatically renew each year unless it has been terminated in writing by the Borrower and the Lender, and the NEB or any successor administrative body has granted approval of alternative types of financial resources for the Borrower (the "**Termination Date**").

2.4 Drawdowns, Conversions and Rollovers

(1) Each Drawdown, Conversion and Rollover under the Credit Facility of Canadian Prime Rate Loans or CDOR Rate Loans shall be in a minimum principal amount of Cdn.\$5,000 and in integral multiples of Cdn.\$1,000.

(2) Subject to the provisions hereof, the Borrower may make a Drawdown, Conversion or Rollover under the Credit Facility by delivering a Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be, with respect to a specified type of Loan to the Lender not later than:

- (a) 10:00 a.m. (Calgary time) on the same Drawdown Date or Conversion Date, as the case may be, for a Drawdown of, or Conversion into, Canadian Prime Rate Loans; and
- (b) 10:00 a.m. (Calgary time) two Banking Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date, as the case may be, for the Drawdown of, Conversion into, or the Rollover of, CDOR Rate Loans.

2.5 CDOR Rate Loan Availability

Drawdowns of, Conversions into and Rollovers of requested CDOR Rate Loans may only be made upon the Lender's prior favourable determination with respect to the matters referred to in Section 8.2.

2.6 Conversion Option

Subject to the provisions of this Agreement, the Borrower may convert the whole or any part of any type of Loan under the Credit Facility into any other type of permitted Loan under the Credit Facility by giving the Lender a Conversion Notice in accordance herewith; provided that:

- (a) Conversions of CDOR Rate Loans may only be made on the last day of the Interest Period applicable thereto;
- (b) the Borrower may not convert a portion only or the whole of an outstanding Loan unless both the unconverted portion and converted portion of such Loan are equal to or exceed the minimum amounts required for Drawdowns of Loans of the same type as that portion (as set forth in Section 2.4); and
- (c) a Conversion shall not result in an increase in Outstanding Principal; increases in Outstanding Principal may only be effected by Drawdowns.

2.7 CDOR Rate Loan Rollovers; Selection of CDOR Rate Loan Interest Period

At or before 10:00 a.m. (Calgary time) two Banking Days prior to the expiration of each Interest Period of each CDOR Rate Loan, the Borrower shall, unless it has delivered a Conversion Notice and/or a Repayment Notice (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a CDOR Rate Loan may be continued only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of CDOR Rate Loans) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the Lender selecting the next Interest Period applicable to the CDOR Rate Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the Borrower fails to deliver a Rollover Notice to the Lender as provided in this Section, the Borrower shall be deemed to have given a Conversion Notice to the Lender electing to convert the entire amount of the maturing CDOR Rate Loan into a Canadian Prime Rate Loan.

2.8 Rollovers and Conversions not Repayments

Any amount converted shall be a Loan of the type converted to upon such Conversion taking place, and any amount rolled over shall continue to be the same type of Loan under the Credit Facility as before the Rollover, but such Conversion or Rollover (to the extent of the amount converted or rolled over) shall not of itself (notwithstanding the repayment referred to in the definition of Conversion) constitute a repayment or a Drawdown.

2.9 Lender's Obligations with Respect to Loans

The Lender shall, for same day value on the Drawdown Date specified by the Borrower in a Drawdown Notice, pay to the Borrower the full principal amount of such Drawdown in accordance with the payment instructions set forth in the applicable Drawdown Notice.

2.10 Irrevocability

A Drawdown Notice, Conversion Notice, Rollover Notice or Repayment Notice given by the Borrower hereunder shall be irrevocable and, subject to any options the Lender may have hereunder in regard thereto and the Borrower's rights hereunder in regard thereto, shall oblige the Borrower to take the action contemplated on the date specified therein.

2.11 Optional Repayment of the Credit Facility

(1) The Borrower may at any time and from time to time repay, without penalty, to the Lender the whole or any part of any Loan owing by it together with accrued interest thereon to the date of such repayment provided that:

- (a) the Borrower shall give a Repayment Notice (executed in accordance with the definition of Officer's Certificate) to the Lender not later than:
 - (i) 10:00 a.m. (Calgary time) on the date of the proposed repayment of Canadian Prime Rate Loans; and
 - (ii) 10:00 a.m. (Calgary time) two Banking Days prior to the date of the proposed repayment of CDOR Rate Loans;
- (b) repayments pursuant to this Section 2.11 may only be made on a Banking Day;
- (c) subject to the following provisions of this Section 2.11, each such repayment may only be made on the last day of the applicable Interest Period with regard to a CDOR Rate Loan that is being repaid; and
- (d) each such repayment shall be in a minimum amount of the lesser of: (i) the minimum amount required pursuant to Section 2.4 for Drawdowns, and (ii) the Outstanding Principal of all Loans outstanding under the Credit Facility immediately prior to such repayment; any repayment in excess of such amount shall be in integral multiples of \$1,000.

(2) If any CDOR Rate Loan is repaid on other than the last day of the applicable Interest Period, the Borrower shall, within three Banking Days after notice is given by the Lender, pay to the Lender all costs, losses, premiums and expenses incurred by the Lender by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such Loan or any part thereof on other than the last day of the applicable Interest Period. The Lender, upon becoming entitled to be paid such costs, losses, premiums and expenses, shall deliver to the Borrower a certificate of the Lender certifying as to such amounts and, in the absence of manifest error, such certificate shall be conclusive and binding for all purposes.

2.12 Mandatory Repayment of the Credit Facility

Subject to Article 7, the Borrower shall repay or pay, as the case may be, to the Lender, all Obligations owing to the Lender on or before the Termination Date.

ARTICLE 3 – EVIDENCE OF DRAWDOWNS

3.1 Account of Record

The Lender shall open and maintain books of account evidencing all Loans and all other amounts owing by the Borrower to the Lender hereunder. The Lender shall enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing accounts shall, absent manifest error, constitute *prima facie* evidence of the obligations of the Borrower to the Lender hereunder with respect to all Loans and all other amounts owing by the Borrower to the Lender hereunder. After a request by the Borrower, the Lender shall promptly advise the Borrower of such entries made in such books of account maintained by it.

ARTICLE 4 - PAYMENTS OF INTEREST AND FEES

4.1 Interest on Canadian Prime Rate Loans

The Borrower shall pay interest on each Canadian Prime Rate Loan owing by it during each Interest Period applicable thereto in Canadian Dollars at a rate per annum equal to the Canadian Prime Rate in effect from time to time during such Interest Period. Each determination by the Lender of the Canadian Prime Rate applicable from time to time during an Interest Period shall, in the absence of manifest error, be *prima facie* evidence thereof. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for the Interest Period and shall be calculated on the principal amount of the Canadian Prime Rate Loan outstanding during such Interest Period and on the basis of the actual number of days elapsed in a year of 365 days. Changes in the Canadian Prime Rate shall cause an immediate adjustment of the interest rate applicable to such Canadian Prime Rate Loans without the necessity of any notice to the Borrower.

4.2 Interest on CDOR Rate Loans

The Borrower shall pay interest on each CDOR Rate Loan owing by it during each Interest Period applicable thereto in Canadian Dollars at a rate per annum equal to the CDOR Rate with respect to such Interest Period plus the Applicable Pricing Rate. Each determination by the Lender of the CDOR Rate applicable to an Interest Period shall be *prima facie* evidence thereof. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Rollover Date, Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the CDOR Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days.

4.3 Nominal Rates; No Deemed Reinvestment

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

4.4 Standby Fees

(1) The Borrower shall pay to the Lender a standby fee in Canadian Dollars in respect of the Credit Facility calculated at a rate per annum equal to 15 basis points on the amount, if any, by which the amount of the Outstanding Principal under the Credit Facility for each day in the period of determination is less than the maximum amount for each such day of the Credit Facility. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and be payable by the Borrower quarterly in arrears and on cancellation in full of the Credit Facility and on the Termination Date Date.

(2) As of (a) the last day of March in each year, (b) the date of any cancellation in full of the Credit Facility, and (c) the Term Out Date, the Lender shall determine the standby fees under this Section in respect of the Credit Facility for the period from and including the date hereof or the date of the immediately preceding determination, as the case may be, to but excluding that date of determination and shall deliver to the Borrower a written request for payment of the standby fees so determined, as detailed therein. The Borrower shall pay to the Lender the standby fees referred to above within 10 Banking Days after receipt of each such written request.

(3) For certainty, no standby fees shall be payable by the Borrower in respect of the Credit Facility for any period of time after the Termination Date.

4.5 Interest on Overdue Amounts

Notwithstanding any other provision hereof, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the Borrower shall pay interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is received for value at the required place of payment on the date of such payment), and such interest shall accrue daily, be calculated and compounded monthly and be payable on demand, after as well as before maturity, default and judgment, at a rate per annum that is equal to the rate of interest then payable on Loans plus 2.0% per annum.

4.6 Waiver

To the extent permitted by applicable law, the covenant of the Borrower to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of the Borrower to the Lender and any provision of the *Interest Act* (Canada) or *Judgment Interest Act* (Alberta) which restricts any rate of interest set forth herein shall be inapplicable to this Agreement and is hereby waived by the Borrower.

4.7 Maximum Rate Permitted by Law

No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by applicable law. In the event that such interest or fee exceeds such maximum rate, such interest or fees shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under applicable law.

4.8 Interest Act (Canada); Conversion of 360 Day Rates

(1) Whenever a rate of interest hereunder is calculated on the basis of a year (the "deemed year") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the Interest Act (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(2) Whenever a rate of interest or other rate per annum hereunder is expressed or calculated on the basis of a year of 360 days, such rate of interest or other rate shall be expressed as a rate per annum, calculated on the basis of a 365-day year, by multiplying such rate of interest or other rate by 365 and dividing it by 360.

ARTICLE 5 - PLACE AND APPLICATION OF PAYMENTS

5.1 Place of Payment of Principal, Interest and Fees

All payments of principal, interest, fees and other amounts to be made by the Borrower to the Lender pursuant to this Agreement shall be made to the Lender in Canadian Dollars for value on the day such amount is due, and if such day is not a Banking Day, on the Banking Day next following, by deposit or transfer thereof to such account as the Borrower and the Lender may from time to time agree.

5.2 Funds

Each amount advanced, disbursed or paid hereunder shall be advanced, disbursed or paid, as the case may be, in such form of funds as may from time to time be customarily used in Calgary, Alberta in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made (for certainty, each such amount advanced, disbursed or paid hereunder shall be advanced, disbursed or paid, as the case may be, in immediately available funds to the extent possible).

5.3 Application of Payments

Except as otherwise agreed in writing by the Lender, if any Event of Default shall occur and be continuing, all payments made by the Borrower to the Lender shall be applied in the following order:

- (a) to amounts due hereunder as fees;
- (b) to amounts due hereunder as costs and expenses;
- (c) to amounts due hereunder as default interest; and
- (d) to amounts due hereunder as principal.

5.4 Payments Clear of Taxes

(1) Except as required by law or as expressly provided in this Section 5.4, any and all payments by the Borrower to the Lender hereunder shall be made free and clear of, and

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without deduction or withholding for or on account of, any and all present or future Taxes and all liabilities with respect thereto imposed on the Lender, excluding Taxes imposed with respect to such payments by such Governmental Authority or such taxing authority if such Taxes are imposed on or measured by reference to or in respect of the overall net income or capital of the Lender or any franchise taxes imposed in lieu thereof (such excluded Taxes being collectively referred to herein as "**Excluded Taxes**"). In addition, the Borrower agrees to pay any present or future stamp, transfer, registration, excise, issues, documentary or other or similar charges or levies which arise from any payment made under this Agreement or the Loans or in respect of the execution, delivery or registration or the compliance with this Agreement or the other Documents contemplated hereunder. The Borrower shall indemnify and hold harmless the Lender for the full amount of all of the foregoing Taxes, charges or levies (other than Excluded Taxes or as expressly provided for in this Section 5.4) or other amounts paid or payable by the Lender and any liability (including penalties, interest, additions to tax and reasonable out of pocket expenses) resulting therefrom or with respect thereto. A certificate of the Lender as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(2) If the Borrower shall be required by law to deduct or withhold any amount from any payment or other amount required to be paid to the Lender hereunder (other than in respect of Excluded Taxes or as expressly provided for in this Section 5.4) or if any liability in respect of any such withholding or deduction shall be imposed or shall arise from or in respect of any sum payable to the Lender hereunder (other than in respect of Excluded Taxes or as expressly provided for in this Section 5.4), then the sum payable to the Lender hereunder shall be increased as may be necessary so that after making all required deductions, withholdings, and additional income tax payments attributable thereto (including deductions, withholdings or income tax payable for additional sums payable under this provision) the Lender receives an amount equal to the amount it would have received had no such deductions or withholdings been required to be made or if such additional taxes had not been imposed; in addition, the Borrower shall pay the full amount deducted or withheld for such liabilities to the relevant taxation authority or other authority in accordance with applicable law, such payment to be made (if the liability is imposed on the Borrower) for its own account or (if the liability is imposed on the Lender) on behalf of and in the name of the Lender. If the liability is imposed on the Lender, the Borrower shall deliver to the Lender evidence satisfactory to the Lender, acting reasonably, of the payment to the relevant taxation authority or other authority of the full amount deducted or withheld.

(3) (a) If any Taxes (other than Excluded Taxes) are imposed on or with respect to any payment on or under this Agreement, in consequence of which the Borrower is required to make any indemnification payment or any additional payment to the Lender, and if the Lender is entitled to a cash refund or to a credit which is applied against Taxes otherwise payable in a taxation year of the Lender and, in either case, which is both identifiable and quantifiable by the Lender as being attributable to the imposition of such Taxes (a "**Tax Refund**"), and such Tax Refund may be obtained without increased liability to the Lender by filing one or more forms, certificates, documents, applications or returns (collectively, the "**Tax Forms**"), then the Lender shall notify the Borrower and shall, if requested by the Borrower, file such Tax Forms in a timely fashion (provided the Lender receives such request from the Borrower in a timely fashion). If the Lender subsequently receives a Tax Refund, and the Lender is able to identify the Tax Refund as being attributable, in whole or in part, to the Tax with respect to which such indemnification payment or additional payment was made, then the Lender shall promptly reimburse the Borrower such amount as the Lender shall determine, acting reasonably and in good faith, to be the proportion of the Tax Refund, together with any interest received thereon, attributable to

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such indemnification payment or additional payment as will leave the Lender, after the reimbursement, in the same position as it would have been if the indemnification payment or additional payment had not been required; provided that, if any Tax Refund reimbursed by the Lender to the Borrower is subsequently disallowed, the Borrower shall repay the Lender such amount (together with interest and, if such refund resulted from a request by the Borrower, any applicable penalty payable by the Lender to the relevant taxing authority) promptly after receipt of notice by the Lender of such disallowance. The Borrower agrees to reimburse the Lender for the Lender's reasonable out-of-pocket costs and expenses, if any, incurred in complying with any request by the Borrower hereunder and agrees that all costs incurred by the Lender in respect of this Section 5.4(3)(a) may be deducted from the amount of any reimbursement to the Borrower in respect of any Tax Refund pursuant to this Section 5.4(3)(a).

(b) In the event that the Borrower makes any indemnification or additional payment to the Lender and in the event the Lender determines in its good faith judgment that it is not liable for the Taxes for which such indemnification payment or additional payment was made, the Lender agrees, if requested by the Borrower, to use reasonable efforts to cooperate with the Borrower in contesting the liability for such Taxes; provided that, the Borrower shall reimburse the Lender for any reasonable out-of-pocket costs and expenses incurred in providing such cooperation and shall indemnify and hold the Lender harmless from and against any liabilities incurred as a result of the Lender providing such cooperation or contesting such liability, and provided further that no such cooperation shall be required if such contest shall, in the Lender's good faith judgment, subject it to any liability not covered by such indemnity, and provided further that the Lender shall not have any obligation to expend its own funds, suffer any economic hardship or take any action detrimental to its interests (as determined by the Lender, acting reasonably) in connection therewith unless it shall have received from the Borrower payment therefor or an indemnity with respect thereto, satisfactory to it.

5.5 Set Off

(1) In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence of an Event of Default which remains unremedied (whether or not the Loans have been accelerated hereunder), the Lender shall have the right (and is hereby authorized by the Borrower) at any time and from time to time to combine all or any of the Borrower's accounts with the Lender, as the case may be, and to set off and to appropriate and to apply any and all deposits (general or special, term or demand) including, but not limited to, indebtedness evidenced by certificates of deposit whether matured or unmatured, and any other indebtedness at any time held by the Borrower or owing by the Lender to or for the credit or account of the Borrower against and towards the satisfaction of any Obligations owing by the Borrower, and may do so notwithstanding that the balances of such accounts and the liabilities are expressed in different currencies, and the Lender is hereby authorized to effect any necessary currency conversions at the noon spot rate of exchange announced by the Bank of Canada on the Banking Day before the day of conversion.

(2) The Lender shall notify the Borrower of any such set-off from the Borrower's accounts within a reasonable period of time thereafter, although the Lender shall not be liable to the Borrower for its failure to so notify.

ARTICLE 6 – AFFIRMATIVE COVENANTS OF THE BORROWER

6.1 Affirmative Covenants of the Borrower

So long as any Obligation is outstanding or the Credit Facility is available hereunder, the Borrower covenants and agrees with the Lender that, unless the Lender otherwise consents in writing, it shall:

(a) **Punctual Payment and Performance**

Duly and punctually pay the principal of all Loans, all interest thereon and all fees and other amounts required to be paid by the Borrower hereunder in the manner specified hereunder and the Borrower shall maintain, perform and observe all of its obligations under this Agreement.

(b) **Maintain Existence**

Cause to be done all things necessary to maintain in good standing its corporate existence.

(c) **Books and Records**

Keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with GAAP.

ARTICLE 7 - EVENTS OF DEFAULT AND ACCELERATION

7.1 Events of Default

The occurrence of any one or more of the following events (each such event being herein referred to as an “**Event of Default**”) shall constitute a default under this Agreement:

(a) **Principal Default:** if the Borrower fails to pay the principal of any Loan hereunder when due and payable;

(b) **Other Payment Default:** if the Borrower fails to pay:

- (i) any interest (including, if applicable, default interest) due on any Loan;
- (ii) any other amount not specifically referred to in paragraph (a) above or in this paragraph (b) payable by the Borrower hereunder;

in each case when due and payable, and such default is not remedied within 5 Banking Days after written notice thereof is given by the Lender to the Borrower specifying such default and requiring the Borrower to remedy or cure the same;

(c) **Breach of Other Covenants:** if the Borrower fails to observe or perform any covenant or obligation herein or in any Document contained on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 7.1) and, after notice has been given by the Lender to the Borrower specifying such

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default and requiring the Borrower to remedy or cure the same, the Borrower shall fail to remedy such default within a period of 30 Banking Days after the giving of such notice, unless Lender (having regard to the subject matter of the default) shall have agreed to a longer period, and in such event, within the period agreed to by the Lender;

- (d) Involuntary Insolvency: if a decree or order of a court of competent jurisdiction is entered adjudging the Borrower a bankrupt or insolvent or approving as properly filed a petition seeking the winding up of the Borrower under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or ordering the winding up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 10 Banking Days;
- (d) Voluntary Insolvency: if the Borrower makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers with respect to the Borrower or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding.

The Borrower hereby agrees to notify the NEB in writing no later than two (2) business days after the Borrower becomes aware of an Event of Default.

7.2 Acceleration

If any Event of Default shall occur and for so long as it is continuing:

- (a) the entire principal amount of all Loans then outstanding from the Borrower and all accrued and unpaid interest thereon; and
- (b) all other Obligations outstanding hereunder,

shall, at the option of the Lender, become immediately due and payable upon written notice to that effect from the Lender to the Borrower, all without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by the Borrower). In such event and if the Borrower does not immediately pay all such amounts upon receipt of such notice, the Lender may, in its discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrower authorized or permitted by law for the recovery of all the indebtedness and liabilities of the Borrower to the Lender and proceed to exercise any and all rights hereunder

and under the other Documents and no such remedy for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

7.3 Conversion on Default

Upon the occurrence of an Event of Default in respect of the Borrower, the Lender may convert a CDOR Rate Loan owing by the Borrower to a Canadian Prime Rate Loan. Interest shall accrue on each such Canadian Prime Rate Loan at the rate specified in Section 4.1 with interest on all overdue interest at the same rate, such interest to be calculated daily and payable on demand.

7.4 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender hereunder or under any other Document are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other Document shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by the Lender shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lender under this Agreement or any other Document as a result of any other default or breach hereunder or thereunder.

7.5 Termination of the Lender's Obligations

The occurrence of a Default or Event of Default shall relieve the Lender of all obligations to provide any further Drawdowns, Conversions or Rollovers to the Borrower hereunder during the continuance of the same; provided that the foregoing shall not prevent the Lender from disbursing money or effecting any Conversion which, by the terms hereof, it is entitled to effect, or any Conversion or Rollover requested by the Borrower and acceptable to the Lender in its sole discretion.

ARTICLE 8 - CHANGE OF CIRCUMSTANCES

8.1 Illegality

If the Lender determines, in good faith, that the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or any other entity charged with the interpretation or administration thereof or compliance by the Lender with any request or direction (whether or not having the force of law) of any such authority or entity, now or hereafter makes it unlawful or impossible for the Lender to make, fund or maintain a Loan under the Credit Facility or to give effect to its obligations in respect of such a loan, the Lender may, by written notice thereof to the Borrower declare its obligations under this Agreement in respect of such loan to be terminated whereupon the same shall forthwith terminate, and the Borrower shall, within the time required by such law (or at the

end of such longer period as the Lender at its discretion has agreed), either effect a Conversion of such Loan in accordance with the provisions hereof (if such Conversion would resolve the unlawfulness or impossibility) or prepay the principal of such loan together with accrued interest, such Additional Compensation as may be applicable with respect to such loan to the date of such payment and all costs, losses and expenses incurred by the Lender by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such loan or any part thereof on other than the last day of the applicable Interest Period. If any such change shall only affect a portion of the Lender's obligations under this Agreement which is, in the opinion of the Lender, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of the Lender or the Borrower hereunder, the Lender shall only declare its obligations under that portion so terminated.

8.2 Market Disruption Respecting CDOR Rate Loans

If the Lender (acting reasonably) makes a determination, which determination shall be conclusive and binding upon the Borrower, and notifies the Borrower, that the CDOR Rate will not or does not accurately reflect the cost of funds of the Lender which would be applicable to CDOR Rate Loans then:

- (a) the right of the Borrower to request CDOR Rate Loans from the Lender shall be suspended until the Lender determines that the circumstances causing such suspension no longer exist, and so notifies the Borrower;
- (b) any outstanding Drawdown Notice requesting CDOR Rate Loans shall be deemed to be a Drawdown Notice requesting Loans by way of Canadian Prime Rate Loans in the amount specified in the original Drawdown Notice;
- (c) any outstanding Conversion Notice requesting a Conversion of a Loan by way of Canadian Prime Rate Loans into CDOR Rate Loans shall be deemed ineffective and the Lender shall not be obligated to effect the requested Conversion; and
- (d) any outstanding Rollover Notice requesting a Rollover of CDOR Rate Loans shall be deemed to be a Conversion Notice requesting a Conversion of such Loan into a Loan by way of Canadian Prime Rate Loan.

The Lender shall promptly notify the Borrower of any suspension of the Borrower's right to request the CDOR Rate Loans and of any termination of any such suspension.

ARTICLE 9 – GENERAL

9.1 Notices

Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telecopy or other electronic means of communication addressed to the respective parties as follows:

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To the Borrower:

Enbridge Southern Lights LP
3000 Fifth Avenue Place
425 - 1st Street S.W.
Calgary, Alberta
T2P 3L8

Attention: Treasurer
Facsimile: (403) 231-4848

To the Lender:

Enbridge Inc.
3000 Fifth Avenue Place
425 - 1st Street S.W.
Calgary, Alberta
T2P 3L8

Attention: Vice President, Treasury
Facsimile: (403) 231-4848

or to such other address or telecopy number as any party may from time to time notify the others in accordance with this Section. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

9.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Borrower may be found.

9.3 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the Borrower and the Lender and their respective successors and permitted assigns.

9.4 No Assignment

Neither the Lender nor the Borrower may sell, assign or transfer its rights and obligations under this Agreement and the Documents without the prior written consent of the other party hereto, and the written approval of the NEB.

9.5 Participations

The Lender may, without the consent of the Borrower, grant one or more participations in its Commitment and the Loans to other persons, provided that the granting of such a participation: (a) shall be at the Lender's own cost and (b) shall not affect the obligations of the Lender hereunder nor shall it increase the costs to the Borrower hereunder or under any of the other Documents. For certainty, no participant of the Lender shall have any rights or benefits hereunder, nor shall the consent or approval of such participant be required for any consent, approval or waiver from the Lender.

9.6 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.7 Whole Agreement

This Agreement and the other Documents constitute the whole and entire agreement between the parties hereto regarding the subject matter hereof and thereof and cancel and supersede any prior agreements (including, without limitation, any commitment letters), undertakings, declarations, commitments, representations, written or oral, in respect thereof.

9.8 Amendments and Waivers

Any provision of this Agreement may be amended only if the Borrower and the Lender so agree in writing and such amendment has been approved by the NEB in writing and, except as otherwise specifically provided herein, may be waived only if the Lender so agrees in writing. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.9 Further Assurances

The Borrower and the Lender shall promptly cure any default by it in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. The Borrower, at its expense, shall promptly execute and deliver to the Lender, upon request by the Lender (acting reasonably), all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents reasonably necessary for the Borrower's compliance with, or accomplishment of the covenants and agreements of the Borrower hereunder or more fully to state the obligations of the Borrower as set out herein or to make any registration, recording, file any notice or obtain any consent, all as may be reasonably necessary or appropriate in connection therewith.

9.10 Attornment

The parties hereto each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to the Documents. For the purpose of all such legal proceedings, this Agreement shall be deemed to have been performed

in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Agreement. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of any party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

9.11 Time of the Essence

Time shall be of the essence of this Agreement.

9.12 Credit Agreement Governs

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

9.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmittal or other means of electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**ENBRIDGE SOUTHERN LIGHTS GP INC., AS
GENERAL PARTNER OF ENBRIDGE SOUTHERN
LIGHTS LP, as Borrower**

Per: _____
Name
Title

Per: _____
Name
Title

ENBRIDGE INC., as Lender

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE A

DRAWDOWN NOTICE

TO: Enbridge Inc.

DATE: _____

This Drawdown Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of [INSERT DATE] between Enbridge Southern Lights LP as borrower (the “**Borrower**”) and Enbridge Inc. as lender (the “**Lender**”) providing for the establishment of a credit facility in favour of the Borrower (as amended, modified, supplemented or restated, the “**Credit Agreement**”). Unless otherwise expressly defined herein, capitalized terms set forth in this Drawdown Notice shall have the respective meanings set forth in the Credit Agreement.

The Borrower hereby requests a Drawdown as follows:

- (a) Drawdown Date: _____
- (b) Amount of Drawdown: _____
- (c) Type of Loan: _____
- (d) Interest Period: _____
- (e) Payment, delivery or issuance instructions (if any): _____

SIGNED as of the date first set out above.

**ENBRIDGE SOUTHERN LIGHTS GP INC., AS
GENERAL PARTNER OF ENBRIDGE
SOUTHERN LIGHTS LP**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE B

REPAYMENT NOTICE

TO: Enbridge Inc.

DATE: _____

This Repayment Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of [INSERT DATE] between Enbridge Southern Lights LP as borrower (the "**Borrower**") and Enbridge Inc. as lender (the "**Lender**") providing for the establishment of a credit facility in favour of the Borrower (as amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Repayment Notice shall have the respective meanings set forth in the Credit Agreement.

The Borrower hereby gives notice of a repayment under the Credit Agreement as follows:

- (a) Date of Repayment: _____
- (b) Loans: _____
- (c) Interest period maturity: _____
- (d) Amount being repaid: _____
- (e) Repayment instructions (if any): _____

SIGNED as of the date first set out above.

**ENBRIDGE SOUTHERN LIGHTS GP INC., AS GP
OF ENBRIDGE SOUTHERN LIGHTS LP**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE C

CONVERSION NOTICE

TO: Enbridge Inc.

DATE: _____

This Conversion Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of [INSERT DATE] between Enbridge Southern Lights LP as borrower (the "**Borrower**") and Enbridge Inc. as lender (the "**Lender**") providing for the establishment of a credit facility in favour of the Borrower (as amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Conversion Notice shall have the respective meanings set forth in the Credit Agreement.

The Borrower hereby requests a Conversion as follows:

(a) Conversion Date: _____

(b) Conversion of the following Loans under the Credit Facility:

Type of Loan: _____

Amount being converted: _____

Interest Period maturity: _____

INTO the following Loan:

Type of Loan: _____

Interest Period: _____

(c) Payment, delivery or issuance instructions (if any): _____

SIGNED as of the date first set out above.

**ENBRIDGE SOUTHERN LIGHTS GP INC., AS
GENERAL PARTNER OF ENBRIDGE
SOUTHERN LIGHTS LP**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE D
ROLLOVER NOTICE

TO: Enbridge Inc.

DATE: _____

This Rollover Notice is delivered to you pursuant to the terms and conditions of the Credit Agreement made as of [INSERT DATE] between Enbridge Southern Lights LP as borrower (the "**Borrower**") and Enbridge Inc. as lender (the "**Lender**") providing for the establishment of a credit facility in favour of the Borrower (as amended, modified, supplemented or restated, the "**Credit Agreement**"). Unless otherwise expressly defined herein, capitalized terms set forth in this Rollover Notice shall have the respective meanings set forth in the Credit Agreement.

The Borrower hereby requests a Rollover as follows:

(a) Rollover Date: _____

(b) Rollover of the following CDOR Rate Loans under the Credit Facility:

Loans: _____

Interest Period maturity: _____

INTO the following CDOR Rate Loans:

Loans: _____

Interest Period: _____

(c) Payment, delivery or issuance instructions (if any): _____

SIGNED as of the date first set out above.

**ENBRIDGE SOUTHERN LIGHTS GP INC., AS
GENERAL PARTNER OF ENBRIDGE
SOUTHERN LIGHTS LP**

Per: _____

Name:

Title:

Per: _____

Name:

Title: