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Our File: 257436

September 26, 2011

Courier

National Energy Board
444 Seventh Avenue SW
Calgary, AB T2P 0X8

Attention: Ms. Anne-Marie Erickson
Secretary of the Board

Dear Ms. Erickson:

Re: Certificate O.C. 44 - Section 21 Application

Please find enclosed a letter dated September 7, 2011, signed by both Provident Midstream LP and Encana, applying for an amendment of Certificate O. C. 44.

If you have any questions or concerns,

Sincerely,

MACLEOD DIXON LLP

Fraser M. Bush

cc. D. Wade, Provident Midstream LP
cc. R. Powell, Encana



September 7, 2011

National Energy Board
444 Seventh Avenue SW
Calgary, Alberta
T2P 0X8

Attention: Ms. Anne-Marie Erickson, Secretary of the Board

Dear Ms. Erickson

Re: Certificate O.C. 44 - Section 21 Application

We hereby apply, pursuant to Section 21(2) of the *National Energy Board Act*, for an amendment of Certificate O.C. 44. We are requesting that you amend the certificate to remove reference to "PanCanadian Kerrobert Pipeline Ltd." ("PanCanadian") as owner and replace same with "Provident Midstream LP" as the owner of a 50% interest in the Kerrobert Pipeline.

Background and Reasons for our Application

The background and reasons for our application are as follows:

1. Certificate O.C. 44 was issued by the National Energy Board on September 17, 1997. That Certificate currently indicates that the owners of the Kerrobert Pipeline are Dome Kerrobert Pipeline Ltd. and PanCanadian.
2. On April 29, 2002 PanCanadian changed its name to "EnCana Kerrobert Pipelines Limited" ("EKPL").
3. Pursuant to a Purchase and Sale Agreement dated October 27, 2005 between EnCana Corporation ("EnCana") and certain of EnCana's affiliates, including EKPL, as vendors, and Provident Energy Ltd. and Provident Energy Trust, as purchasers, EKPL agreed to sell its 50% ownership interest in the Kerrobert Pipeline to Provident Energy Ltd. as part of a larger transaction which involved the acquisition of additional assets. Prior to closing, Provident Energy Ltd. assigned its right to purchase EKPL's 50% ownership interest under the Purchase

Provident Midstream L.P.
2100, 250 - 2nd Street, SW
Calgary, AB T2P 0C1

tel. (403) 231-6710
fax. (403) 294-0111

Encana Corporation
1800, 855 - 2 Street SW
PO Box 2850
Calgary, Alberta
Canada T2P 2S5
t 403.645.2000
f 403.645.3400
www.encana.com

and Sale Agreement to Provident Midstream LP, a wholly owned affiliate. Provident Midstream LP subsequently acquired EKPL's 50% ownership interest pursuant to a General Conveyance dated December 13, 2005, the closing date for the larger transaction. However, Certificate O.C. 44 was never amended to reflect this change.

4. On October 31, 2005, EKPL and Provident Energy Ltd. wrote to the National Energy Board to advise of this transaction and the transfer of the 50% ownership interest in the Kerrobert Pipeline from EKPL to Provident Midstream LP, a copy of which is attached hereto. However, that letter did not request that the names on the certificate be amended to reflect the transaction. As a result, the certificate has not been updated to reflect Provident Midstream LP's 50% ownership interest in the Kerrobert Pipeline.
5. On January 1, 2006, EKPL was dissolved under the *Canada Business Corporations Act* (please see attached Certificate of Dissolution).

We have sought clarification from Kristine Beauchemin and Margaret Barber of the National Energy Board as to how best to rectify this situation. Ms Beauchemin's recommendation was that we file this Section 21 application to amend the certificate to reflect Provident Midstream LP as the new owner of EKPL's 50% ownership interest in the Kerrobert Pipeline. We note that Provident Midstream LP has now been a co-operative and compliant co-owner for approximately five and a half years and further note that there was no opposition to this acquisition. Therefore, we hereby respectfully request that you consider our application to amend Certificate O.C. 44 to acknowledge the 50% ownership interest of Provident Midstream LP in the Kerrobert Pipeline.

We look forward to answering any questions that you may have regarding this issue, and in that regard, you can telephone or email either party with the following contact information:

Provident Midstream LP

Name: Andrew Gruszecki, Co-President,
Provident Energy Ltd.
Email: AGruszecki@ProvidentEnergy.com
Phone: (403) 231-6701

EnCana Corporation

Name: Rinde K. Powell, Director Regulatory
Services
Email: rinde.powell@encana.com
Phone: (403) 645-6688

Sincerely,

Per: 
Provident Midstream LP

Per: 
EnCana Corporation

cc. Kristine Beauchemin



File No.

Dossier No AFP-CC-PEL-001

EnCana Kerrobert Pipelines Limited

EnCana on 8th
1800 855 2nd Street SW
PO Box 2850
Calgary AB T2P 2S5

Tel (403) 645-2000
Fax (403) 645-3400

www.encana.com

October 31, 2005

National Energy Board
444 Seventh Avenue S.W.
Calgary, Alberta
T2P 0X8

Attention: **Mr. Michel L. Mantha**
Secretary

Dear Sir:

Re: Kerrobert Pipeline

We are writing to advise that EnCana Kerrobert Pipelines Limited ("EKP"), formerly PanCanadian Kerrobert Pipeline Ltd., has agreed to transfer its undivided 50% interest in the Kerrobert Pipeline to Provident Energy Ltd. ("Provident"). Our records indicate that the remaining undivided 50% working interest in the Kerrobert Pipeline is held, directly or indirectly, by BP Canada Energy Company ("BP"). Our records further indicate that the Kerrobert Pipeline, which delivers propane plus NGLs from Empress, Alberta to the Kerrobert Storage Facility located near Kerrobert, Saskatchewan, is operated by BP as a Group 2 Pipeline. BP holds the certificate of public convenience and necessity (Certificate O.C. 44) from the National Energy Board ("NEB") for the Kerrobert Pipeline.

We understand that the transfer of EKP's undivided 50% interest in the Kerrobert Pipeline does not require leave of the NEB pursuant to section 74 of the *National Energy Board Act*, R.S.C. 1985, c. N-7. As a result, in accordance with and subject to the terms of the Purchase and Sale Agreement executed by EKP and Provident on October 27, 2005 ("PSA"), the transfer will be effective on the closing date, which date is currently expected to occur no later than 90 days from the date of execution of the PSA. The parties will jointly advise the NEB in writing once the transfer has been concluded.

EnCana Kerrobert Pipelines Limited

1800, 855 - 2nd Street S.W.
Calgary, Alberta
T2P 2S5

Per: 

Provident Energy Ltd.

800, 112 - 4th Avenue S.W.
Calgary, Alberta
T2P 0H3

Per: 

MAIL ROOM
VALLE DE COUPEL
2005 NOV - 1 P 4:07
NEB / ONE

**Certificate
of Dissolution**

**Canada Business
Corporations Act**

**Certificat
de dissolution**

**Loi canadienne sur
les sociétés par actions**

ENCANA KERROBERT PIPELINES LIMITED

090048-6

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation was dissolved under the *Canada Business Corporations Act* pursuant to:

Je certifie que la société susmentionnée a été dissoute sous le régime de la *Loi Canadienne sur les sociétés par actions*, conformément:

(a) sections 210 or 211 of the Act as set out in the attached articles of dissolution;



a) aux articles 210 ou 211 de la Loi, tel qu'il est indiqué dans les clauses de dissolution ci-jointes;

(b) section 212 of the Act; or



b) à l'article 212 de la Loi;

(c) the attached court order.



c) à l'ordonnance du tribunal ci-jointe.



Richard G. Shaw
Director - Directeur

January 1, 2006 / le 1 janvier 2006

Date of Dissolution - Date de dissolution



Industry Canada
Canada Business
Corporations Act

Industrie Canada
Loi canadienne sur les
sociétés par actions

FORM 17
ARTICLES OF DISSOLUTION
(SECTIONS 210 AND 211)

FORMULAIRE 17
CLAUSES DE DISSOLUTION
(ARTICLES 210 ET 211)

Note: All corporations are to complete Items 1, 2, 3 and 6, and either complete Item 4 or 5.
Note: Toutes les sociétés doivent remplir les rubriques 1, 2, 3 et 6, ainsi que la rubrique 4 ou 5.

1 - Name of the Corporation - Dénomination sociale de la société

EnCana Kerrobert Pipelines Limited

2 - Corporation No. - N° de la société

090048-6

3 - Is the Corporation bankrupt or insolvent within the meaning of the Bankruptcy and Insolvency Act?
La société est-elle en faillite ou insolvable au sens de la Loi sur le faillite et l'insolvabilité?

☐ Yes - Oui ☒ No - Non

Complete either Item 4 or 5, but not both - Remplir la rubrique 4 ou 5, mais non les deux

4 - Has the corporation previously filed a statement of intent to dissolve (Form 19) under subsection 211(4) of the Act?
La société a-t-elle déjà déposé une déclaration d'intention de dissolution (formulaire 19) en vertu du paragraphe 211(4) de la Loi?

☐ Yes - Oui

If the answer is negative, please complete only Item 5 - Si la réponse est négative, veuillez remplir seulement la rubrique 5

If yes, has the corporation provided for the payment or discharge of its obligations and distributed its remaining property as required by subsection 211(7) of the Act?
Dans l'affirmative, conformément au paragraphe 211(7) de la Loi, la société a-t-elle constitué une provision pour honorer ses obligations et reparti le reliquat de l'actif?

☐ Yes - Oui ☐ No - Non

5 - Is the Corporation applying for dissolution under section 210 of the Act?
(If the corporation cannot have previously filed a statement of intent to dissolve (Form 19) under subsection 211(7) of the Act)

La société dépose-t-elle une demande de dissolution en vertu de l'article 210 de la Loi? (Pour être admissible en vertu de l'article 210, la société ne peut pas avoir déposé une déclaration d'intention de dissolution (formulaire 19) en vertu du paragraphe 211(7) de la Loi)

☒ Yes - Oui

If the answer is negative, please complete only Item 4 - Si la réponse est négative, veuillez remplir seulement la rubrique 4

If yes, under what subsection of the Act is the corporation applying for dissolution? (CHECK ONLY ONE ITEM)
Dans l'affirmative, en vertu de quel paragraphe de la Loi la société procède-t-elle? (COCHER UNE RUBRIQUE SEULEMENT)

☐ Subsection 210(1) of the Act applying to a corporation that has not issued any shares.
Paragraphe 210(1) de la Loi applicable à une société qui n'a pas émis d'actions or / ou

☐ Subsection 210(2) of the Act applying to a corporation that has no property and no liabilities.
Paragraphe 210(2) de la Loi applicable à une société sans biens ni dettes or / ou

☒ Subsection 210(3) of the Act applying to a corporation that has discharged its liabilities and distributed its property.
Paragraphe 210(3) de la Loi applicable à une société qui a réglé ses dettes et reparti ses biens.

6 - Name, address and occupation of the person keeping the documents and records of the corporation for six years after the date of dissolution.
Nom, adresse et profession de la personne qui garde les documents et livres de la société pour une période de six ans suivant la date de dissolution.

Rachel L. Desroches, Assistant Secretary

1800, 855 - 2nd Street S.W.

Calgary, AB T2P 2S5

Signature <i>Rachel L. Desroches</i>	Printed Name - Nom en lettres mouleées Rachel L. Desroches	7 - Capacity of - En qualité de Assistant Secretary	8 - Tel No. - N° de tél 403-645-2522
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FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

RECEIVED
30 DEC 95 11:00

KERROBERT PIPELINE ASSETS CONVEYANCE

THIS GENERAL CONVEYANCE ("General Conveyance") dated this 13th day of December, 2005

BETWEEN:

ENCANA KERROBERT PIPELINES LIMITED

having its head office in Calgary, Alberta (hereinafter referred to as the "Vendor")

- and -

PROVIDENT MIDSTREAM LP

having its head office in the City of Calgary (hereinafter referred to as the "Purchaser")

RECITALS:

- A. The Vendor and the Purchaser are parties to the Purchase and Sale Agreement dated October 27, 2005 amongst the Vendor, EnCana Corporation, EnCana Midstream & Marketing, EnCana Midstream Inc., WD Energy Services Inc., the Purchaser and Provident Energy Trust (the "Purchase and Sale Agreement") related to the purchase and sale of the Vendor's interest in the Kerrobert Pipeline Assets (as defined in the Purchase and Sale Agreement).
- B. This General Conveyance is being executed and delivered in accordance with Sections 6.03(h) and 6.04(l) of the Purchase and Sale Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Defined Terms

In this General Conveyance, including the recitals hereto, terms and expressions defined in the Purchase and Sale Agreement shall have the same meanings as are respectively therein ascribed to them.

2. Conveyance

For the consideration provided for in the Purchase and Sale Agreement and in consideration of the premises and the mutual covenants herein contained, the receipt and sufficiency of which consideration are hereby acknowledged, the Vendor hereby assigns, transfers, conveys and sets over to the Purchaser, effective as of the Closing Time, all of its right, title, estate and interest in and to the Kerrobert Pipeline Assets for the Purchaser to have and to hold absolutely, together with all benefits and advantages to be derived therefrom.

3. Subordinate Document

This General Conveyance is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Purchase and Sale Agreement. The provisions of the Purchase and Sale Agreement shall prevail and govern in the event of conflict between such provisions and this General Conveyance.

4. Enurement

This General Conveyance shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law

This General Conveyance shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. For the purpose of all legal proceedings, this General Conveyance shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta at Calgary shall have jurisdiction to entertain any action arising under this General Conveyance. Each party hereby attorns to the jurisdiction of the courts of the Province of Alberta.

6. Effective Time

This General Conveyance shall be effective as of the Closing Time on the Closing Date.

7. Non Merger

The provisions of this General Conveyance shall not merge in any transfer, assignment, novation agreement or other document or instrument issuing pursuant hereto or in connection herewith.

8. Further Assurances

Each party hereto will, from time to time and at all times hereafter at the request of the other party, but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof and to more effectively vest in Purchaser the Kerrobert Pipeline Assets.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed and delivered this General Conveyance as of the day and year first above written.

ENCANA KERROBERT PIPELINES LIMITED

By: Rachel L. Desroches
Name:
Title:

**PROVIDENT MIDSTREAM LP, BY ITS
GENERAL PARTNER, PROVIDENT GP INC.**

By: Dan O'Byrne
Name:
Title: