The following documents are Exhibits 4.2, 10.2 to 10.37, 12.1 and 23.1 to the Annual Report on Form 10-K of Enbridge Inc. dated February 16, 2018.

EXHIBIT 4.2

ENBRIDGE INC.

First Supplemental

Indenture

Dated as of March 1, 2012

(Supplemental to Indenture Dated as of February 25, 2005)

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

FIRST SUPPLEMENTAL INDENTURE, dated as of March 1, 2012 (the "First Supplemental Indenture"), between Enbridge Inc., a corporation duly organized and existing under the Companies Act of the Northwest Territories and continued and existing under the Canada Business Corporations Act (herein called the "Company"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a banking corporation duly organized and existing under the laws of the State of New York, as Trustee (herein called "Trustee");

R E C I T A L S:

WHEREAS, the Company has heretofore executed and delivered to DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, an Indenture, dated as of February 25, 2005 (as the same may be amended or supplemented from time to time, including by this First Supplemental Indenture, the "Indenture"), providing for the issuance from time to time of the Company's unsecured debentures, notes or other evidences of indebtedness (herein and therein called the "Securities"), to be issued in one or more series as provided in the Indenture;

WHEREAS, Section 901(5) of the Indenture permits the Company and the Trustee to enter into an indenture supplemental to the Indenture to add to, change or eliminate any of the provisions in the Indenture in respect of one or more series of Securities, *provided* that any such addition, change or elimination (A) shall neither (i) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the Holder of any such Security with respect to such provision or (B) shall become effective only when there is no such Security Outstanding;

WHEREAS, the Company and the Trustee wish to amend Section 101 of Indenture to amend, for purposes of each series of Securities created subsequent to the date of this First Supplemental Indenture, the definition of Generally Accepted Accounting Principles;

WHEREAS, the changes contemplated in this First Supplemental Indenture comply with the requirements of Section 901(5) of the Indenture;

WHEREAS, pursuant to resolutions of the Board of Directors of the Company adopted at a meeting duly called on February 14, 2012, the Company has duly authorized the execution and delivery of this First Supplemental Indenture; and

WHEREAS, all things necessary to make this First Supplemental Indenture a valid agreement according to its terms have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

The Company covenants and agrees with the Trustee as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1 Relation to Indenture as Originally Executed

This First Supplemental Indenture constitutes a part of the Indenture in respect of Securities issued on or after the date hereof, including additional Securities issued under an existing series, but shall not modify, amend or otherwise affect the Indenture insofar as it relates to any other Securities, including any existing Securities issued under an existing series.

Section 1.2 Modification of the Indenture

The definition of Generally Accepted Accounting Principles in Section 101 of the Indenture is amended and restated as follows:

"Generally Accepted Accounting Principles" means generally accepted accounting principles which are in effect from time to time in Canada, including those accounting principles generally accepted in the United States of America from time to time, which Canadian corporations are permitted to use in Canada pursuant to Canadian law.

ARTICLE TWO

MISCELLANEOUS

Section 2.1 Relationship to Indenture

The First Supplemental Indenture is a supplemental indenture within the meaning of the Indenture. The Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified, confirmed and approved and, as supplemented and amended by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Section 2.2 Modification of the Indenture

Except as expressly modified by this First Supplemental Indenture, the provisions of the Indenture shall continue to apply to each Security issued thereunder.

Section 2.3 Governing Law

This instrument shall be governed by and construed in accordance with the law of the State of New York.

Section 2.4 Counterparts

This instrument may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 2.5 Trustee Makes No Representation

The recitals contained herein are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this First Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed all as of the day and year first above written.

ENBRIDGE INC.

By: /s/ JOHN K. WHELEN

Name: John K. Whelen
Title: Senior Vice President & Controller

By: /s/ COLIN K. GRUENDING

Name: Colin K. Gruending
Title: Vice President Treasury & Tax

Attest:

/s/ GILLIAN FINDLAY

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee
By Deutsche Bank National Trust Company

By: /s/ IRINA GOLOVASHCHUK

Name: Irina Golovashchuk
Title: Assistant Vice President

By: /s/ JEFFREY SCHOENFELD

Name: Jeffrey Schoenfeld
Title: Associate

Attest:

/s/ KENNETH R. RING

EXHIBIT 10.2

ENBRIDGE INC.

EXECUTIVE EMPLOYMENT AGREEMENT

BETWEEN

ENBRIDGE INC.

- and -

[ ]

Dated as of [ ]

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EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective the [ ] day of [ ] between:

ENBRIDGE INC., a body corporate under the Canada Business Corporations Act, with offices in the City of Calgary, in the Province of Alberta (hereinafter called the "**Corporation**")

- and -

[ ], of the City of Calgary, in the Province of Alberta (hereinafter called the "**Executive**").

WHEREAS:

(a) the Executive is an executive of the Corporation and is considered by the Board of Directors of the Corporation to be a valued employee of the Corporation and has acquired outstanding and special skills and abilities and an extensive background in and knowledge of the Corporation's business and the industry in which it is engaged; and

(b) the Board of Directors recognizes that it is essential, in the best interests of the Corporation, that the Corporation retain the continuing dedication of the Executive to his office and employment and that this can best be accomplished if the personal uncertainty facing the Executive in the event of a Corporation initiated termination of employment of the Executive is alleviated;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, it is hereby agreed as set forth below.

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**affiliate**" a person shall be deemed to be an affiliate of another person if one of them is controlled by the other or both are controlled by the same person, and if two persons are affiliates of the same person at the same time they are deemed to be affiliates of each other;

(b) "**Annual Compensation**" means the sum of the Annual Salary and the Annual Incentive Bonus;

(c) "**Annual Salary**" means the annual salary of the Executive established by the HRCC and payable by the Corporation or its affiliates, determined as at the end of the month immediately preceding the month in which the termination of employment occurs and if at the relevant time an annual salary level has not been established, it shall be calculated by multiplying by 12 the monthly salary of the Executive in effect for the month preceding the month in which a termination of employment occurs pursuant to Article 2. Notwithstanding the foregoing, and in the event that the termination of employment occurs pursuant to Section 2.5(a)(ii), the Annual Salary shall be deemed to be the annual salary of the Executive established by the HRCC and payable by the Corporation or its affiliates, determined as at the end of the month immediately preceding the first event or series of events constituting the constructive dismissal of the Executive, as contemplated by Section 2.5(a)(ii) herein;

(d) "**Annual Incentive Bonus**" means the annual incentive bonus of the Executive under the Corporation's short term incentive plan;

(e) "**Confidential Information**" means the information, processes, know how, data, trade secrets, techniques, knowledge and other confidential information not generally known or lawfully available to the public relating to or connected with the business or corporate affairs and operations of the Corporation and its affiliates;

(f) "**constructive dismissal**" means, unless expressly consented to in writing by the Executive, any action that constitutes constructive dismissal (as defined at common law) of the Executive, including without limiting the generality of the foregoing;

(i) a decrease in the title, position or reporting relationships of the Executive, including without limiting the generality of the foregoing, ceasing to directly report to the board of directors of the Corporation and of its control person, if any, or ceasing to be a full member of the most senior formal groups or committees (as of the effective date hereof its Executive Leadership Team, its Corporate Leadership Team, its Operations and Integrity Committee and its Investment Committee) involved in corporate stewardship of the Corporation and of its control person, if any;

(ii) a material decrease in the Executive's responsibilities or powers;

(iii) a reduction in the Annual Salary of the Executive;

(iv) a reduction in the value of the Executive's pension benefits (including without limiting the generality of the forgoing the defined benefit pension plan or the supplemental benefit pension plan); or

(v) any material reduction in the value of the Executive's other employee benefits, plans and programs, other than a reduction in the value of the Executive's Annual Incentive Bonus as a result of the normal application of the performance criteria under the Annual Incentive Bonus.

(g) "**control person**" means a person, or a group of persons acting jointly or in concert, that are in a position to exercise, directly or indirectly, effective control of another person, whether through:

(i) the ownership or control of:

A. a majority of, or

B. in the case of a person whose voting securities or interests are widely held or publicly traded, 20% or more of,

the voting securities or interests of such other person(including without limiting the generality of the foregoing of any securities or interests which are convertible or exchangeable into voting securities or interests forming part of the holdings of the person or group of persons, whether or not at relevant time such conversation or exchange has taken place, and including securities or interests of a person or group of persons which carry the right to vote under circumstances that have occurred and are continuing); or

(ii) contract or other legal rights,

and "**control**" in respect of a person shall have a corresponding meaning;

provided that a person holding voting securities or interests in the ordinary course of business as an investment manager and who is not, individually or acting jointly or in concert with other persons,

using such holding to exercise effective control shall not be considered a control person;

(h) "**defined benefit pension plan**" means the Corporation's registered pension plan, entitled "Retirement Plan for the Employees of Enbridge Inc. and Affiliates" and dated July 1, 2001, as amended or replaced from time to time in accordance with the terms of such registered pension plan;

(i) "**Human Resources and Compensation Committee**" or "**HRCC**" means the committee of the Board of Directors of the Corporation from time to time appointed to fix the remuneration of executives of the Corporation or, if such committee has not been appointed, means the Board of Directors of the Corporation;

(j) "**Pensionable Bonus**" means the portion of Annual Incentive Bonus which is used under the defined benefit pension plan and the supplemental benefit pension plan to determine final or best average earnings;

(k) "**person**" means an individual, a partnership or incorporated or unincorporated association, syndicate or organization, a company, corporation or other body corporate wherever or however incorporated, a trust or any government or governmental authority or instrumentality;

(l) "**RCA**" shall have the meaning set out in Section 2.7;

(m) "**Retiring Allowance**" shall have the meaning set out in Section 2.5(b);

(n) "**supplemental benefit pension plan**" means the non-registered supplemental pension plan, entitled "The Enbridge Supplemental Pension Plan" and dated January 1, 2000, as amended or replaced from time to time in accordance with the terms of such supplemental pension plan; and

(o) "**supplementary undertaking**" shall have the meaning set out in Section 2.7.

1.2 Headings

The headings of the articles, sections, clauses and paragraphs herein are inserted for convenience of reference only and shall not affect the meaning or interpretation hereof. Unless otherwise stated, all references to articles, sections, clauses or paragraphs in this Agreement are to those set out in this Agreement.

1.3 Governing Law and Attornment

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta with respect to any matters arising out of this Agreement.

1.4 Singular; Gender

All words importing the singular number include the plural and vice versa, and all words importing gender include the masculine, feminine and neuter genders.

ARTICLE 2

EMPLOYMENT

2.1 Position, Duties and Responsibilities of Executive

The Executive shall have such responsibilities and powers as the Board of Directors or the bylaws of the Corporation may from time to time prescribe and are currently contemplated by his position as [ ] or substantially equivalent duties and responsibilities. Except as may be authorized by the Board of Directors of the Corporation, the Executive shall devote the whole of his time to the Executive's duties hereunder and shall use his best efforts to promote the interests of the Corporation and its affiliates.

2.2 Term of Agreement

The term of this Agreement shall commence on the effective date hereof and, subject to Section 2.8, shall continue in effect to and including the earliest of:

(a) the effective date of voluntary retirement of the Executive in accordance with the retirement policies established for senior employees of the Corporation;

(b) the effective date of voluntary resignation of the Executive other than pursuant to Section 2.5(a)(ii);

(c) the death of the Executive; or

(d) the effective date of termination of the employment of the Executive by the Corporation, including pursuant to Section 2.5 (a)(ii).

2.3 Termination of Agreement upon Disability of Executive

If at the end of any month the Executive is and has been for a period of more than 12 consecutive months unable to perform the essential duties specified

pursuant to this Agreement in the normal and regular manner due to mental or physical disability, this Agreement may be terminated by the Corporation on 30 days' prior written notice. Notwithstanding anything contained in this Section 2.3, the Executive shall, after such termination, continue to be entitled to all benefits provided under the disability and pension plans of the Corporation or its affiliates applicable to the Executive at the date of and during the time of this Agreement.

2.4 Termination of Agreement by the Corporation for Cause

The Corporation may terminate this Agreement at any time without notice in the event the Executive shall be convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Executive at the expense of the Corporation, or for just cause as defined at common law, pursuant to written notice setting forth particulars of such cause.

2.5 Termination of Employment by the Corporation or the Executive

(a) Except where such termination is pursuant to Sections 2.2(a), 2.2(b), 2.2(c), 2.4 or 2.6 the provisions of this Section 2.5 shall apply:

(i) where the Corporation terminates the employment of the Executive for any reason;

(ii) where the Executive terminates his employment with the Corporation within a period of 180 days following constructive dismissal of the Executive. For this purpose the Executive may within a period of 180 days following the constructive dismissal of the Executive terminate his employment with the Corporation upon 30 days' prior written notice to the Corporation. For greater clarity, the said 30 day notice may be given at any time up to the 150th day of the said 180-day period; or

(iii) where the Corporation terminates this Agreement pursuant to Section 2.3.

(b) In the event of termination of employment as provided in Section 2.5(a), the Executive shall be entitled to receive, and the Corporation shall pay to the Executive, a retiring allowance (the "Retiring Allowance") computed as hereinafter provided, which shall include all statutory entitlement under employment standards legislation and all common law entitlement to reasonable notice. The Retiring Allowance shall be that amount which is equal to three times the sum of:

(i) the Annual Salary; and

(ii) the average of the last two payments of the Annual Incentive Bonus paid to the Executive immediately preceding the date of such termination of employment.

(c) In addition to the Retiring Allowance calculated in accordance with Section 2.5(b):

(i) the Corporation shall pay to the Executive the cash value of three times the last annual flex credit allowance provided to the Executive immediately preceding the date of such termination of employment under the Corporation's flexible benefit program unless the Executive continues to be covered through the Corporation's annuitant benefit program or the benefits program of another employer of equal value (and in the case that such other employer's benefit program is of lesser value, the Executive shall be paid the difference in such values). Alternatively, at the Executive's election, the Corporation shall provide continuation of the benefit coverage, for three years, with the exception of those benefits which may not be continued pursuant to the applicable plan text, including long term disability coverage;

(ii) the Corporation shall pay to the Executive an Annual Incentive Bonus for the calendar year in which the termination of employment occurs, prorated based upon the number of days of employment of the Executive in the calendar year to the total number of days in the year and calculated based on the last Annual Incentive Bonus payment received by the Executive. In addition, the Executive shall receive all accrued and unpaid annual vacation pay to the date of termination. In addition, where the Executive holds rights under other plans to cash incentive compensation (including without limiting the generality of the foregoing, any performance stock units) the Executive shall be paid for the period in which he was employed a pro-rated amount based upon the number of days in the applicable period under the plan the Executive was employed to the number of days in the applicable plan period and such amounts shall be paid to the Executive within 30 days of the date on which amounts so payable under such plans are determined;

(iii) the Corporation shall pay to the Executive the cash value of three times the last annual flexible perquisite allowance

provided to the Executive immediately preceding the date of such termination of employment under the Corporation's executive flexible perquisites program less any amounts prepaid to the Executive but unearned by virtue of such termination of employment (as of the effective date of this Agreement this amount is $49,500);

(iv) the Corporation shall pay to the Executive a lump sum payment equivalent to the Corporation's portion of contributions on behalf of the Executive to the Corporation's employee savings plan for a three year period based upon the base salary of the Executive as at the effective date of termination; and

(v) the Corporation shall pay for financial counselling and/or career counselling assistance for the Executive to a maximum of $20,000.

(d) The Executive shall have, and shall be deemed to have had, as of the effective date of termination, three years of additional service added to the service (calculated at 2% accrual rate) already accrued at the effective date of termination under the Corporation's defined benefit pension plan and supplemental benefit pension plan. In addition, in the event of termination pursuant to Section 2.5 (a) prior to January 9, 2014, the Executive shall be credited with an additional .5% accrual rate under the Corporation's defined benefit pension plan and supplemental pension plan for each year of service between 2008 and 2014, up to a maximum of 3%.

(e) Notwithstanding the provisions of any plan under which such options have been issued, if at the effective date of termination of employment as provided in Section 2.5(a) the Executive holds exercisable but unexercised options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans, the Executive shall be entitled to exercise all options so held in accordance with the terms of such plans; provided further that any provision in any such plan which purports to terminate such options in the event of termination of employment for any reason shall not be applicable or, if such provision is applicable under such plan to prevent such exercise, the provisions of Section 4.4 shall apply. If the Executive holds options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans which are not vested or otherwise not exercisable at the date of termination of employment in circumstances where this Section 2.5 applies, the Corporation shall

pay to the Executive a cash amount representing the excess, if any, of the fair market value of the shares or other securities on the date of termination of employment over the exercise price for such options. Fair market value on the date of termination of employment shall mean the last board lot sale price on the Toronto Stock Exchange (or such other exchange on which the greatest volume of trading of such shares or other securities takes place for the 30 trading days prior to the date of termination) on the last trading day prior to the date of termination of employment.

(f) The Corporation and the Executive agree that the provisions of Section 2.5 are fair and reasonable and that the amounts payable by the Corporation to the Executive pursuant to Section 2.5 are reasonable estimates of the damages which will be suffered by the Executive in the event of the termination of his employment with the Corporation in the circumstances set out in Section 2.5, and shall not be construed as a penalty, nor shall the Executive be required to mitigate any loss resulting from the termination, including without limiting the generality of the foregoing, any amounts required to be paid pursuant to this Agreement.

(g) The amounts payable by the Corporation to the Executive pursuant to Section 2.5 shall not be reduced by any amounts earned by the Executive after the termination of the employment of the Executive.

(h) All amounts paid by the Corporation to the Executive pursuant to Section 2.5 shall satisfy and forever discharge all liabilities, claims or actions that the Executive may or shall have against the Corporation arising from the termination of employment of the Executive whether at common law or under statute or otherwise.

(i) Subject to the provisions of Sections 2.5(c) and 2.5(e), the Corporation shall, at the option of the Executive, pay the amounts provided under this Section 2.5 to the Executive on the effective date that the employment of the Executive is terminated, or as soon thereafter as reasonably practical, but in any event within 30 days of the effective date of such termination, less all applicable statutory deductions, or arrange a schedule of instalment payments of such amounts as determined by the Executive. Upon payment to the Executive of the amounts provided for under this Section 2.5 and, if applicable, a duly signed written agreement of the Corporation to make all instalment payments thereof on a timely basis in accordance with the Executive's determinations as provided for in the foregoing sentence, the Executive and the Corporation shall

execute and deliver to the other the releases in the forms of Schedules A and B, respectively.

2.6 Other Termination by Executive

Notwithstanding anything to the contrary herein, in addition to the right of the Executive to terminate his employment under the circumstances described in Section 2.5, the Executive shall be entitled to terminate this Agreement and his employment with the Corporation at his pleasure upon 30 days' prior written notice to such effect. In such event, the Executive shall not be entitled to any further compensation from the effective date of his termination of employment, except for such compensation as accrued prior to and on the effective date of termination of employment. The Corporation acknowledges and agrees that the Corporation shall have no remedy against the Executive, in law or otherwise, upon the termination of this Agreement and the Executive's employment with the Corporation in accordance with this Section 2.6.

2.7 Pension Plans

The Corporation undertakes and agrees with the Executive (herein, the "supplementary undertaking") to pay or cause to be paid to the Executive the amounts provided for in the supplemental benefit pension plan as modified by this Section 2.7, which amounts are supplemental to the amounts to be paid to the Executive under the defined benefit pension plan, such that the Executive will receive an annual pension equal to the annual pension that the Executive would be entitled to under the defined benefit pension plan but for the fact that retirement benefits under the defined benefit pension plan are subject to a maximum pension limitation as fixed from time to time under the Income Tax Act (Canada) and the rules and regulations from time to time promulgated by Canada Revenue Agency thereunder. In particular, the Executive (or the Executive's spouse or beneficiary as defined in the supplemental benefit pension plan) is entitled to receive:

(a) benefits determined in accordance with the supplemental benefit pension plan, being certain amounts that would be payable from the defined benefit pension plan but for limitations imposed by the Income Tax Act (Canada), all as specified in the supplemental benefit pension plan; and

(b) if Section 2.5(d) applies, benefits determined in accordance with the supplemental benefit pension plan pursuant to Section 2.7 (a) above as if:

(i) three additional years of credited service were applied in the lifetime retirement income formula in the defined benefit pension plan, and three additional years of continuous service were granted for other purposes of the defined

benefit pension plan (calculated at 2% accrual rate). In addition, in the event of termination pursuant to Section 2.5 (a) prior to January 9, 2014, the Executive shall be credited with an additional .5% accrual rate for each year of service between 2008 and 2014, up to a maximum of 3%.

(ii) for the purposes of determining final or best average earnings, for each of the three additional years of credited service provided for pursuant to Section 2.7 (b) (i) above:

A. the Executive's salary for such years shall be deemed to be his annual salary as at the date of termination of employment, and

B. the Annual Incentive Bonus used in calculating the Pensionable Bonus for each of such additional years shall be deemed to be the average of the last two payments of Annual Incentive Bonus paid to the Executive.

Notwithstanding the provisions of Section 2.5(d) and this Section 2.7, the defined benefit pension plan and the supplemental benefit pension plan, the aggregate pension payable to the Executive (or the Executive's spouse or beneficiary as defined in the supplemental benefit pension plan) under such pension plans shall not exceed $1,750,000 per annum; provided that the Executive may request that the Board of Directors of the Corporation or the HRCC consider increasing the amount of $1,750,000 per annum in the following circumstances:

(a) where in any period of 12 consecutive months the increase in the Consumer Price Index (all items) for Canada (as published by Statistics Canada) is greater than 10%; or

(b) where any other member of the Executive Leadership Team with approximately the same number of credited years of service for purposes of the defined benefit pension plan and the supplemental benefit pension plan would receive an annual pension greater than $1,750,000 per annum;

and the Board or the HRCC may in its discretion determine within 90 days of the request being made by the Executive if such an increase will be made and, if so, the amount of such increase.

The Corporation represents and undertakes to the Executive that the supplementary undertaking is and shall hereafter be maintained fully funded in a retirement compensation arrangement (as referred to in the Income Tax Act (Canada)) separately maintained under a trust arrangement established by the Corporation (the

"RCA"). The supplementary undertaking shall be funded from amounts in the RCA with any amount that cannot be funded from the RCA being paid by the Corporation. In addition, the Corporation agrees that the portion of the Annual Incentive Bonus used in calculating Pensionable Bonus for all years of credited service shall not be less than 50% of Annual Incentive Bonus for each applicable year.

2.8 Continuing Provisions

Notwithstanding the termination of this Agreement under Article 2, the provisions of Sections 2.5, 2.6, 2.7 and 2.8 and Article 3 and all other provisions hereof which by their terms are to be performed following the termination hereof shall survive such termination and be continuing obligations, and all rights of the Executive to compensation and benefits which have accrued prior to such termination shall remain payable and enforceable regardless of such termination.

ARTICLE 3

NON-COMPETITION AND CONFIDENTIALITY

3.1 Non-Competition While Employed

The Executive recognizes and understands that in performing the duties and responsibilities of his employment as outlined in this Agreement, he will occupy a position of high fiduciary trust and confidence, pursuant to which he has developed and will develop and acquire wide experience and knowledge with respect to the businesses carried on by the Corporation and its affiliates and the manner in which such businesses are conducted. It is the expressed intent and agreement of the Executive and of the Corporation that such knowledge and experience shall be used solely and exclusively in the furtherance of the business interests of the Corporation and its affiliates and not in any manner detrimental to them. The Executive therefore agrees that so long as he is employed by the Corporation pursuant to this Agreement he shall not engage in any practice or business in competition with the business of the Corporation or any of its affiliates.

3.2 Non-Competition Following Termination of Employment

In the event of termination of the Executive's employment for any reason, the Executive agrees that he will not, directly or indirectly, for a period of 12 months from the date of termination of employment, without the prior written consent of the Corporation (not to be unreasonably withheld) either alone or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation (collectively, a "Business Entity") as principal, agent, shareholder, employee, director or in any other manner whatsoever carry on or be engaged in or concerned with or interested in, or advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any Business Entity engaged or interested in the transportation, distribution or marketing of crude oil, natural

gas or natural gas liquids, the gathering or processing of natural gas including the extraction of natural gas liquids, power generation, transmission, distribution or marketing, the production, transmission, distribution or marketing of renewable or green energy including wind, solar or thermal: (i) within any province of Canada; (ii) within Canada; (iii) within any state of the continental United States of America, including Alaska; (iv) within the continental United States of America, including Alaska; or (v) within North America. If any covenant or provision in this Section 3.2 is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other covenant or provision, and each of Sections 3.2(i) to (v) are hereby declared to be separate and distinct covenants (and for this purpose each province or state intended to be named in Sections 3.2(i) and (iii) shall be considered to be set forth in a separate subclause of Section 3.2 and to be a separate and distinct covenant). The Executive agrees that the provisions of this Section 3.2 are reasonable in the interests of the Corporation and its continuing business and operations. The foregoing provisions of Section 3.2 shall not apply to the acquisition by the Executive, directly or indirectly, or through any Business Entity of up to 1% of the shares or other securities of a Business Entity quoted or traded on any public stock exchange in Canada or the United States of America.

If the Executive fails to comply with this Section 3.2, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.3 Non-Solicitation of Employees

Except with the prior written consent of the Corporation, the Executive shall not solicit or cause to be solicited for employment any officer or employee of the Corporation, any of its subsidiaries or any partnership where the Corporation or one of its subsidiaries acts as the general partner for a period of 24 months from the termination of the employment of the Executive with the Corporation. For this purpose, solicitation does not include advertising in periodicals or newspapers of general circulation.

If the Executive fails to comply with this Section 3.3, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.4 Confidentiality

The Executive further recognizes and understands that in the performance of his employment duties and responsibilities outlined in this Agreement, he will become knowledgeable, aware and possessed of Confidential Information concerning the business of the Corporation and its affiliates. The Executive agrees that, except with the consent of the Board of Directors of the Corporation or his superior, or as required

by applicable law, he will not disclose such Confidential Information to any unauthorized persons so long as he is employed by the Corporation pursuant to this Agreement and for a period of two years thereafter; provided that the foregoing shall not apply to any Confidential Information which is or becomes known or available to the public or to the competitors of the Corporation or its affiliates other than by a breach of this Agreement by the Executive.

ARTICLE 4

GENERAL

4.1 Notices

Any notice required or permitted to be given to a party hereunder shall be in writing and may be given by mailing the same (provided there is no threatened or pending disruption of postal services), postage prepaid, or delivering the same, addressed to such party at the following address:

To the Corporation:

Enbridge Inc.
3000, 425 - 1st Street SW
Calgary, Alberta T2P 3L8

Attention: Chairman of the Board of Directors

To the Executive:

[ ]
[ ]
[ ]

Any notice aforesaid if delivered shall be deemed to have been delivered on the first business day following the date on which it was delivered or if mailed shall be deemed to have been received on the third business day following the date on which it was mailed. Any party may change its address for service from time to time by a notice given in accordance with the foregoing.

4.2 Time

Time shall be of the essence of this Agreement.

4.3 Legal Fees and Expenses

The Corporation shall pay all reasonable costs incurred by the Executive, as determined in the sole discretion of the President and Chief Executive Officer, in respect of legal, consulting and accounting expenses in connection with the negotiation

and execution of this Agreement. The Corporation shall pay all costs, charges and expenses incurred in respect of legal, consulting and accounting expenses (including legal fees, charges and disbursements on an as between a solicitor and his own client basis) incurred by the Executive or his estate in taking any action or enforcing any right or benefit provided to the Executive by this Agreement; provided only that the Executive is substantially successful in any such action or in enforcing any such right or benefit, and providing further that payments pursuant to this Section 4.3 shall not exceed a maximum amount of $20,000 or such greater amount as may be ordered by any court or other competent authority.

4.4 Replacement and Integration

The provisions of this Agreement replace and supersede the Executive Employment Agreement dated as of January 9, 2008 and the offer of employment dated March 19, 2008 each between the Executive and the Corporation. The provisions of this Agreement are in addition to and not in substitution for the other terms, conditions and provisions concerning the employment of the Executive by the Corporation, whether contained in benefit or incentive plans (including without limiting the generality of the foregoing, short term incentive plans, performance incentive plans and long term incentive plans) or otherwise, and where there is any conflict between this Agreement and such other terms, conditions and provisions this Agreement shall govern and prevail. In the event any plan under which any benefit or incentive is granted does not permit a benefit or incentive to be received in circumstances contemplated by this Agreement, the Corporation shall pay to the Executive a cash amount equal to the value of the benefit or incentive provided for in this Agreement. This Agreement together with such other terms, conditions and provisions constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof.

4.5 Amendment

This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto. This Agreement shall, if the Executive so requests in writing, be amended to modify its provisions to provide the Executive with the same rights in respect of circumstances where a person becomes a control person of the Corporation or its affiliates as may be provided for in any agreement entered into after the effective date of this Agreement (other than amended and restated employment agreements that may be entered into after the effective date hereof with employees who were members of the Executive Management Team on January 9, 2008) with any other employee of the Corporation or any of its affiliates. The Corporation shall, within 10 days of the entering into of any such agreement with another employee, notify the Executive in writing of the details of such provisions (but shall not be required to disclose the identity of the other employee).

4.6 Waivers

No waiver by either party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise expressly provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

4.7 Further Assurances

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

4.8 Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

4.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the Corporation has hereunto affixed its corporate seal and caused this Agreement to be duly executed and delivered by its duly authorized officers in that behalf and the Executive has hereunto set his hand and seal this _____ day of February, 2013 and effective as of the day and year first written above.

ENBRIDGE INC.

Per: /s/ [ ]
[ ]
[ ]

Per: /s/ [ ]
[ ]
[ ]

SIGNED AND DELIVERED in the presence of:	)	
/s/ [ ]	)	[ ]
Witness	)	**[ ]**
[ ]	)	

SCHEDULE A

Release

KNOW ALL MEN BY THESE PRESENTS that I, [ ], of the City of Calgary, in the Province of Alberta, in consideration of the amounts (including without limiting the generality of the foregoing, if applicable, payment of instalments of such amounts) provided in Sections 2.5 and 2.7 of the Executive Employment Agreement (the "**Contract**") dated as of [ ] between me and Enbridge Inc. (the "**Corporation**") and for other good and valuable consideration, inclusive of any statutory severance or benefits in accordance with the Employment Standards Code (Alberta), the receipt (other than in respect of the future instalments referred to above, if any) and sufficiency of which is hereby acknowledged, do for myself, my executors and assigns hereby remise, release and forever discharge the Corporation, its respective predecessors, successors and assigns, from all manner of actions, causes of action, claims or demands, past, present or future, which against the Corporation, its respective predecessors, successors and assigns, I ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or admitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with my relationship with the Corporation, its respective predecessors, successors and assigns, as an employee, officer, director or trustee, and the termination of my employment from the Corporation, on [ ]. Words or terms defined in the Contract and not otherwise defined herein shall have the meanings ascribed to them in the Contract.

AND FOR THE SAID CONSIDERATION I represent and warrant that I have not assigned to any person any of the actions, causes of action, claims, suits, executions or demands which I release by this Release, or with respect to which I agree not to make any claim or take any proceeding herein.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, this Release shall not extend to or affect, or constitute a release of, my right to sue, claim against or recover from the Corporation and shall not constitute an agreement to refrain from bringing, taking or maintaining any action against the Corporation in respect of:

(a) any corporate indemnity existing by statute or contract or pursuant to any of the constating documents of the Corporation provided in my favour in respect of my having acted at any time as a director, trustee or officer or any of such positions with the Corporation or any of its affiliates or of any person for which I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates;

(b) my entitlement to any insurance maintained for the benefit or protection of the directors, trustees or officers of the Corporation or of any of its

affiliates or of any person for which I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates, including without limitation, directors', trustees' and officers' liability insurance; or

(c) my entitlement to any amounts that may arise under the Sections and Articles of the Contract referred to in Section 2.8 of the Contract.

IT IS HEREBY AGREED that, except as provided herein, the terms of the Contract and of this Release will be kept confidential. Subject to the following, I shall not communicate any such terms to any third party under any circumstances whatsoever, although I shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. Notwithstanding the foregoing, I shall be permitted to disclose the terms of the Contract and this Release to my spouse, and my tax, financial and legal advisors, and to make any disclosures of the terms of the Contract and this Release as may be required to allow me to comply with any applicable provision of the law. In such event, I shall require that my spouse, and any such tax, financial or legal advisor execute the undertaking provided in Schedule C to the Contract prior to the disclosure of the terms of the Contract and this Release and shall advise the Corporation of such disclosure and provide the Corporation with a copy of such undertaking. In the event of any disclosure required by law, upon becoming aware of any such I shall, provided I am legally permitted to do so, promptly advise the Corporation of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the Corporation with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

I HEREBY DECLARE that I have read all of this Release, fully understand the terms of this Release and voluntarily accept the consideration stated herein as the sole consideration for this Release for the purpose of making a full and final settlement with the Corporation. I further acknowledge and confirm that I have been given an adequate period of time to obtain independent legal counsel upon the meaning and the significance of the terms herein.

IN WITNESS WHEREOF, I have hereunto set my hand this [ ] day of [ ].

Witness	[ ]

SCHEDULE B

Release

KNOW ALL MEN BY THESE PRESENTS that Enbridge Inc. (the "**Corporation**"), a corporation incorporated under the laws of Canada, in consideration of the delivery by [ ] (the "**Executive**") of a Release dated the date hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its affiliates and it and their respective predecessors, successors and assigns, hereby remises, releases and forever discharges the Executive and his heirs, legal personal representatives and assigns from all manner of actions, causes of action, claims or demands, past, present or future, against the Executive or his heirs, legal personal representatives and assigns which the Corporation, its affiliates or its or their respective predecessors, successors and assigns ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or omitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with the Corporation's or its affiliates' relationship with the Executive, as an employee, officer, director or trustee of the Corporation or its affiliates. Words or terms defined in the Contract (as defined below) and not otherwise defined herein shall have the meanings ascribed to them in the Contract.

AND FOR THE SAID CONSIDERATION the Corporation represents and warrants that neither it nor its affiliates has assigned to any person any of the actions, causes of action, claims, suits, executions or demands which it releases by this Release, or with respect to which it and its affiliates agrees not to make any claim or take any proceeding herein. .

IT IS HEREBY AGREED that, except as provided herein or as required by law, the terms of the Executive Employment Agreement (the "**Contract**") dated as of [ ] between the Corporation and the Executive and of this Release will be kept confidential. None of the Corporation or its affiliates, or any of their employees, officers, directors or trustees shall communicate any such terms to any third party under any circumstances whatsoever, although the Corporation shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. In the event of disclosure required by law, upon becoming aware of such the Corporation shall , provided it is legally permitted to do so, promptly advise the Executive of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the executive with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has duly executed and delivered this Release this ● day of ●, 20●

ENBRIDGE INC.

Per: _____

●

Chair, Board of Directors

Per: _____

●

●

SCHEDULE C

Undertaking

I, _____ of _____
[print name of person giving the undertaking] [suite number and street address]

_____, _____, _____
[city, town, etc.] [province/state] [country]

being the _____, of ●
[describe relationship to the "Executive", as defined hereinafter, eg: spouse, tax, financial or legal advisor]
(the "Executive") for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, agree to keep strictly confidential the terms and conditions of the Executive Employment Agreement dated as of October 1, 2012 made between Enbridge Inc. and the Executive, and any release thereof, all as may be disclosed to me by the Executive.

I further acknowledge that I will make no use whatsoever of the information comprising the terms and conditions of such Executive Employment Agreement, and any release thereof, except as may be required for the purposes of my providing advice and direction to the Executive in my aforesaid capacity.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20●.

_____ _____
[witness' signature] [signature of person giving the undertaking]

_____
[print name of witness]

_____
[suite number and street address]

_____
[city, town]

_____
[province, country]

_____
[postal code]

EXHIBIT 10.3

ENBRIDGE INC.

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT

BETWEEN

ENBRIDGE INC.

-and -

[ ]

Dated as of [ ]

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EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective the [ ] day of [ ] between:

ENBRIDGE INC., a body corporate under the *Canada Business Corporations Act,* with offices in the City of Calgary, in the Province of Alberta (hereinafter called the "**Corporation**")

- and -

[ ], of the City of Calgary, in the Province of Alberta (hereinafter called the "**Executive**")

WHEREAS:

(a) the Executive is an executive of the Corporation and is considered by the Board of Directors of the Corporation to be a valued employee of the Corporation and has acquired outstanding and special skills and abilities and an extensive background in and knowledge of the Corporation's business and the industry in which it is engaged; and

(b) the Board of Directors recognizes that it is essential, in the best interests of the Corporation, that the Corporation retain the continuing dedication of the Executive to his office and employment and that this can best be accomplished if the personal uncertainty facing the Executive in the event of a Corporation initiated termination of employment of the Executive is alleviated;

IN CONSIDERATION of the mutual advantages accruing to both the Corporation and the Executive, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**affiliate**" a person shall be deemed to be an affiliate of another person if one of them is controlled by the other or both are controlled by the same person, and if two persons are affiliates of the same person at the same time they are deemed to be affiliates of each other;

(b) "**Annual Compensation**" means the sum of the Annual Salary and the Annual Incentive Bonus;

(c) "**Annual Salary**" means the annual salary of the Executive established by the HRCC and payable by the Corporation or its affiliates, determined as at the end of the month immediately preceding the month in which the termination of employment occurs and if at the relevant time an annual salary level has not been established, it shall be calculated by multiplying by 12 the monthly salary of the Executive in effect for the month preceding the month in which a termination of employment occurs pursuant to Article 2;

(d) "**Annual Incentive Bonus**" means the annual incentive bonus of the Executive under the Corporation's short term incentive plan;

(e) "**Confidential Information**" means the records, information, processes, know-how, data, trade secrets, techniques, knowledge and other confidential information, either electronic or not electronic, not generally known or lawfully available to the public relating to or connected with the business or corporate affairs and operations of the Corporation and its affiliates;

(f) "**constructive dismissal**" means unless expressly consented to in writing by the Executive, any action that constitutes constructive dismissal (as defined at common law) of the Executive, including a:

(i) material decrease in the Executive's title, position, responsibilities or powers;

(ii) reduction in the Annual Salary (excluding the Annual Incentive Bonus) of the Executive;

(iii) reduction in the value of the Executive's pension benefits (including the defined benefit pension plan or the supplemental benefit pension plan);

(iv) material reduction in the value of the Executive's other employee benefits, plans and programs, other than a reduction in the value of the Executive's Annual Incentive Bonus as a result of the normal application of the performance criteria under the Annual Incentive Bonus; or

(v) material decrease in the reporting relationships of the Executive, **excluding** a change whereby the Executive ceases to directly report to the most senior executive officer of the Corporation (as of the date hereof, the President and Chief Executive Officer) and of its control person, if any, and directly reports to another senior executive officer of the Corporation or of its control person, if any, provided the Executive remains a member of the most senior formal groups or committees (as of the effective date hereof its Executive Leadership Team) involved in corporate stewardship of the Corporation and of its control person, if any.

(g) "**control person**" means a person, or a group of persons acting jointly or in concert, that is or are in a position to exercise, directly or indirectly, effective control of another person, whether through:

(i) the ownership or control of:

A. a majority of, or

B. in the case of a person whose voting securities or interests are widely held or publicly traded, 20% or more of,

the voting securities or interests of such other person (including any securities or interests which are convertible or exchangeable into voting securities or interests forming part of the holdings of the person or group of persons, whether or not at the relevant time such conversion or exchange has taken place, and including securities or interests of a person or group of persons which carry the right to vote under circumstances that have occurred and are continuing); or

(ii) contract or other legal rights,

and "**control**" in respect of a person shall have a corresponding meaning provided that a person holding voting securities or interests in the ordinary course of business as an investment manager and who is not, individually or acting jointly or in concert with other persons, using such holding to exercise effective control, shall not be considered a control person;

(h) "**defined benefit pension plan**" means the Corporation's registered pension plan, entitled "Retirement Plan for the Employees of Enbridge Inc. and Affiliates" dated July 1, 2001, as amended or replaced from time to time in accordance with the terms of such registered pension plan;

(i) "**Human Resources and Compensation Committee**" **or** "**HRCC**" means the committee of the Board of Directors of the Corporation from time to time appointed to fix the remuneration of executives of the Corporation or, if such committee has not been appointed, means the Board of Directors of the Corporation;

(j) "**Pensionable Bonus**" means the portion of Annual Incentive Bonus which is used under the defined benefit pension plan and the supplemental benefit pension plan to determine final or best average earnings;

(k) "**person**" means an individual, a partnership or incorporated or unincorporated association, syndicate or organization, a company, corporation or other body corporate wherever or however incorporated, a trust or any government or governmental authority or instrumentality;

(l) "**RCA**" shall have the meaning set out in Section 2.7;

(m) "**Retiring Allowance**" shall have the meaning set out in Section 2.5(b);

(n) "**supplemental benefit pension plan**" means the non-registered supplemental pension plan, entitled "The Enbridge Supplemental Pension Plan" dated January 1, 2000, as amended or replaced from time to time in accordance with the terms of such supplemental benefit pension plan; and

(o) "**supplementary undertaking**" shall have the meaning set out in Section 2.7.

1.2 Headings

The headings of the articles, sections, clauses and paragraphs herein are inserted for convenience of reference only and shall not affect the meaning or interpretation hereof. Unless otherwise stated, all references to articles, sections, clauses or paragraphs in this Agreement are to those set out in this Agreement.

1.3 Governing Law and Attornment

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta with respect to any matters arising out of this Agreement.

1.4 Singular; Gender

All words importing the singular number include the plural and vice versa, and all words importing gender include the masculine, feminine and neuter genders.

ARTICLE 2
EMPLOYMENT

2.1 Position, Duties and Responsibilities of Executive

The Executive shall have such responsibilities and powers as the Board of Directors or the bylaws of the Corporation or the Executive's superiors may from time to time prescribe and are currently contemplated by his position as [ ], or substantially equivalent duties and responsibilities. Except as may be authorized by the Board of Directors of the Corporation, or by the Executive's superiors from time to time, the Executive shall devote the whole of his time to the Executive's duties hereunder and shall use his best efforts to promote the interests of the Corporation and its affiliates.

2.2 Term of Agreement

The term of this Agreement shall commence on the effective date hereof and, subject to Section 2.8, shall continue in effect to and including the earliest of:

(a) the effective date of voluntary retirement of the Executive in accordance with the retirement policies established for senior employees of the Corporation;

(b) the effective date of voluntary resignation of the Executive other than pursuant to Section 2.5(a)(ii);

(c) the death of the Executive; or

(d) the effective date of termination of the employment of the Executive by the Corporation, including pursuant to Section 2.5 (a)(ii).

2.3 Termination of Agreement upon Disability of Executive

If at the end of any month the Executive is and has been for a period of more than 12 consecutive months unable to perform the essential duties of the Executive as determined under Section 2.1 in the normal and regular manner due to mental or physical disability, this Agreement may be terminated by the Corporation on 30 days' prior written notice. Notwithstanding anything contained in this Section 2.3, the Executive shall, after such termination, continue to be entitled to all benefits provided under the disability and pension plans of the Corporation or its affiliates applicable to the Executive at the date of and during the time of this Agreement.

2.4 Termination of Agreement by the Corporation for Cause

The Corporation may terminate this Agreement at any time without notice in the event the Executive shall be convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Executive at the expense of the Corporation, or for just cause as defined at common law, pursuant to written notice setting forth particulars of such cause.

2.5 Termination of Employment by the Corporation or the Executive

(a) Except where such termination is pursuant to Sections 2.2(a), 2.2(b), 2.2(c), 2.4 or 2.6 the provisions of this Section 2.5 shall apply:

(i) where the Corporation terminates the employment of the Executive for any reason;

(ii) where the Executive terminates his employment with the Corporation within a period of 180 days following constructive dismissal of the Executive. For this purpose the Executive may within a period of 180 days following the constructive dismissal of the Executive terminate his employment with the Corporation upon 30 days' prior written notice to the Corporation. For greater clarity, the said 30 day notice may be given at any time up to the 150th day of the said 180-day period; or

(iii) where the Corporation terminates this Agreement pursuant to Section 2.3.

(b) In the event of termination of employment as provided in Section 2.5(a), the Executive shall be entitled to receive, and the Corporation shall pay to the Executive, a retiring allowance (the "**Retiring Allowance**") computed as hereinafter provided, which shall include all statutory entitlement under employment standards legislation and all common law entitlement to reasonable notice. The Retiring Allowance shall be that amount which is equal to two times the sum of:

(i) the Annual Salary; and

(ii) the average of the last two payments of the Annual Incentive Bonus paid to the Executive (or the last payment if there has not been more than one Annual Incentive Bonus paid to the Executive) immediately preceding the date of such termination of employment.

(c) In addition to the Retiring Allowance calculated in accordance with Section 2.5(b) the Corporation shall pay to the Executive:

(i) the cash value of two times the last annual flex credit allowance provided to the Executive immediately preceding the date of such termination of employment under the Corporation's flexible benefit program unless the Executive continues to be covered through the Corporation's annuitant benefit program or the benefits program of another employer of equal value (and in the case that such other employer's benefit program is of lesser value, the Executive shall be paid the difference in such values). Alternatively, at the Executive's election, the Corporation shall provide continuation of the benefit coverage, for the applicable notice period, with the exception of those benefits which may not be continued pursuant to the applicable plan text, including long term disability coverage;

(ii) an Annual Incentive Bonus for the calendar year in which the termination of employment occurs, pro-rated based upon the number of days of employment of the Executive in the calendar year to the total number of days in the year and calculated based on the last Annual Incentive Bonus payment received by the Executive. In addition, the Executive shall receive all accrued and unpaid annual vacation pay to the date of termination. In addition, where the Executive holds rights under other plans to cash incentive compensation (including without limiting the generality of the foregoing, any performance stock units) the

Executive shall be paid for the period in which he was employed a pro-rated amount based upon the number of days in the applicable period under the plan the Executive was employed to the number of days in the applicable plan period and such amounts shall be paid to the Executive within 30 days of the date on which amounts so payable under such plans are determined;

(iii) the cash value of two times the last annual flexible perquisite allowance provided to the Executive immediately preceding the date of such termination of employment under the Corporation's executive flexible perquisites program less any amounts prepaid to the Executive but unearned by virtue of such termination of employment (as of the effective date of this Agreement this amount is $35,000);

(iv) a lump sum payment equivalent to the Corporation's portion of contributions on behalf of the Executive to the Corporation's employee savings plan for a two year period based upon the base salary of the Executive as at the effective date of termination; and

(v) for financial counselling and/or career counselling assistance for the Executive to a maximum of $20,000.

(d) The Executive shall have, and shall be deemed to have had, as of the effective date of termination, two years of additional service added to the service already accrued at the effective date of termination under the Corporation's defined benefit pension plan and supplemental benefit pension plan.

(e) Notwithstanding the provisions of any plan under which such options have been issued, if at the effective date of termination of employment as provided in Section 2.5(a) the Executive holds exercisable but unexercised options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans, the Executive shall be entitled to exercise all options so held in accordance with the terms of such plans; provided further that any provision in any such plan which purports to terminate such options in the event of termination of employment for any reason shall not be applicable or, if such provision is applicable under such plan to prevent such exercise, the provisions of Section 4.4 shall apply. If the Executive holds options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans which are not vested or otherwise not exercisable at the date of termination of employment in circumstances where this Section 2.5 applies, the Corporation shall pay to the Executive a cash amount representing the excess, if any, of the fair market value of the shares or other securities on the date of termination of employment over the exercise price for such options. Fair market value on the date of termination of employment shall mean the last board lot sale price on the Toronto Stock Exchange (or such other exchange on which the greatest volume of trading of such shares or other securities takes place for the 30 trading days prior to the date of termination) on the last trading day prior to the date of termination of employment.

(f) The Corporation and the Executive agree that the provisions of Section 2.5 are fair and reasonable and that the amounts payable by the Corporation to the Executive pursuant to Section 2.5 are reasonable estimates of the damages which will be suffered by the Executive in the event of the termination of his employment with the Corporation in the circumstances set out in Section 2.5, and shall not be construed as a penalty, nor shall the Executive be required to mitigate any loss resulting from the termination, including any amounts required to be paid pursuant to this Agreement.

(g) The amounts payable by the Corporation to the Executive pursuant to Section 2.5 shall not be reduced by any amounts earned by the Executive after the termination of the employment of the Executive.

(h) All amounts paid by the Corporation to the Executive pursuant to Section 2.5 shall satisfy and forever discharge all liabilities, claims or actions that the Executive may or shall have against the Corporation arising from the termination of employment of the Executive whether at common law or under statute or otherwise.

(i) Subject to the provisions of Sections 2.5(c) and 2.5(e), the Corporation shall, at the option of the Executive, pay the amounts provided under this Section 2.5 to the Executive on the effective date that the employment of the Executive is terminated, or as soon thereafter as reasonably practical, but in any event within 30 days of the effective date of such termination, less all applicable statutory deductions, or arrange a schedule of instalment payments of such amounts as determined by the Executive. Upon payment to the Executive of the amounts provided for under this Section 2.5 and, if applicable, a duly signed written agreement of the Corporation to make all instalment payments thereof on a timely basis in accordance with the Executive's determinations as provided for in the foregoing sentence, the Executive and the Corporation shall execute and deliver to the other the releases in the forms of Schedules A and B, respectively.

2.6 Other Termination by Executive

Notwithstanding anything to the contrary herein, in addition to the right of the Executive to terminate his employment under the circumstances described in Section 2.5, the Executive shall be entitled to terminate this Agreement and his employment with the Corporation at his pleasure upon 30 days' prior written notice to such effect. In such event, the Executive shall not be entitled to any further compensation from the effective date of his termination of employment, except for such compensation as accrued prior to and on the effective date of termination of employment. The Corporation acknowledges and agrees that the Corporation shall have no remedy against the Executive, in law or otherwise, upon the termination of this Agreement and the Executive's employment with the Corporation in accordance with this Section 2.6.

2.7 Pension Plans

The Corporation undertakes and agrees with the Executive (herein, the "**supplementary undertaking**") to pay or cause to be paid to the Executive the amounts provided for in the supplemental benefit pension plan as modified by this Section 2.7, which amounts are supplemental to the amounts to be paid to the Executive under the defined benefit pension plan, such that the Executive will receive an annual pension equal to the annual pension that the Executive would be entitled to under the defined benefit pension plan but for the fact that retirement benefits under the defined benefit pension plan are subject to a maximum pension limitation as fixed from time to time under the *Income Tax Act* (Canada) and the rules and regulations from time to time promulgated by Canada Revenue Agency thereunder (the "**ITA**"). In particular, the Executive (or the Executive's spouse or beneficiary as defined in the supplemental benefit pension plan) is entitled to receive:

(a) benefits determined in accordance with the supplemental benefit pension plan, being certain amounts that would be payable from the defined benefit pension plan but for limitations imposed by the ITA, all as specified in the supplemental benefit pension plan; and

(b) if Section 2.5(d) applies, benefits determined in accordance with the supplemental benefit pension plan pursuant to Section 2.7 (a) above as if:

(i) two additional years of credited service were applied in the lifetime retirement income formula in the defined benefit pension plan, and two additional years of continuous service were granted for other purposes of the defined benefit pension plan;

(ii) for the purposes of determining final or best average earnings, for each of the two additional years of credited service provided for pursuant to Section 2.7 (b) (i) above:

A. the Executive's salary for such years shall be deemed to be his Annual Salary as at the date of termination of employment, and

B. the Annual Incentive Bonus used in calculating the Pensionable Bonus for each of such additional years shall be deemed to be the average of the last two payments of Annual Incentive Bonus paid to the Executive (or the last payment if there has not been more than one Annual Incentive Bonus paid to the executive immediately preceding the date of termination of employment).

The Corporation represents and undertakes to the Executive that the supplementary undertaking is and shall hereafter be maintained in a "retirement compensation arrangement" (as referred to in the ITA) separately maintained under a trust arrangement established by the Corporation (the "**RCA**"). The supplementary undertaking shall be funded from amounts in the RCA with any amount that cannot be funded from the RCA being paid by the Corporation.

2.8 Continuing Provisions

Notwithstanding the termination of this Agreement under Article 2, the provisions of Sections 2.5, 2.6, 2.7 and 2.8 and Article 3 and all other provisions hereof which by their terms are to be performed following the termination hereof shall survive such termination and be continuing obligations, and all rights of the Executive to compensation and benefits which have accrued prior to such termination shall remain payable and enforceable regardless of such termination.

2.9 [Taxes and Reporting

All amounts paid to the Executive pursuant to this Agreement shall be subject to withholding taxes as required by the applicable legislation in effect at the time of the payments.

Notwithstanding the aforementioned, the Executive shall be responsible for the payment of all taxes applicable to payments made pursuant to this Agreement and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.]

ARTICLE 3
NON-COMPETITION AND CONFIDENTIALITY

3.1 Non-Competition While Employed

The Executive recognizes and understands that in performing the duties and responsibilities of his employment as outlined in this Agreement, he will occupy a position of high fiduciary trust and confidence, pursuant to which he has developed and will develop and acquire wide experience and knowledge with respect to the businesses carried on by the Corporation and its affiliates and the manner in which such businesses are conducted. It is the expressed intent and agreement of the Executive and of the Corporation that such knowledge and experience shall be used solely and exclusively in the furtherance of the business interests of the Corporation and its affiliates and not in any manner detrimental to them. The Executive therefore agrees that so long as he is employed by the Corporation pursuant to this Agreement he shall not engage in any practice or business in competition with the business of the Corporation or any of its affiliates.

3.2 Non-Competition Following Termination of Employment

In the event of termination of the Executive's employment for any reason, the Executive agrees that he will not, directly or indirectly, for a period of 12 months from the date of termination of employment, without the prior written consent of the Corporation (not to be unreasonably withheld) either alone or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation (collectively a "**Business Entity**") as principal, agent, shareholder, employee, director or in any other manner whatsoever carry on or be engaged in or concerned with or interested in, or advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any Business Entity engaged or interested in the transportation, distribution or marketing of crude oil, natural gas or natural gas liquids, the gathering or processing of natural gas including the extraction of natural gas liquids, power generation, transmission, distribution or marketing, the production, transmission, distribution or marketing of renewable or green energy including wind, solar or thermal:

(a) within any province of Canada;

(b) within Canada;

(c) within any state of the continental United States of America, including Alaska;

(d) within the continental United States of America, including Alaska; or

(e) within North America.

If any covenant or provision in this Section 3.2 is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other covenant or provision, and each of Sections 3.2(a) to (e) are hereby declared to be separate and distinct covenants (and for this purpose each province or state intended to be named in Section 3.2 (a) and (c) shall be considered to be set forth in a separate subclause of Section 3.2 and to be separate and distinct covenants). The Executive agrees that all the provisions of this Section 3.2 are reasonable in the interests of the Corporation and its continuing business and operations. The foregoing provisions of Section 3.2 shall not apply to the acquisition by the Executive, directly or indirectly, or through any Business Entity of up to 1% of the shares or other securities of a Business Entity quoted or traded on any public stock exchange in Canada or the United States.

If the Executive fails to comply with this Section 3.2, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.3 Non-Solicitation of Employees

Except with the prior written consent of the Corporation, the Executive shall not solicit or cause to be solicited for employment any officer or employee of the Corporation, any of its subsidiaries or any partnership where the Corporation or one of its subsidiaries acts as the general partner for a period of 24 months from the termination of the employment of the Executive with the Corporation. For this purpose, solicitation does not include advertising in periodicals or newspapers of general circulation.

If the Executive fails to comply with this Section 3.3, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.4 Confidentiality

The Executive further recognizes and understands that in the performance of his employment duties and responsibilities outlined in this Agreement, he will become knowledgeable, aware and possessed of Confidential Information concerning the business of the Corporation and its affiliates. The Executive agrees that, except with the consent of the Board of Directors of the Corporation or his superior, or as required by applicable law, he will not disclose such Confidential Information to any unauthorized persons so long as he is employed by the Corporation pursuant to this Agreement and for a period of two years thereafter; provided that the foregoing shall not apply to any Confidential Information which is or becomes known or available to the public or to the competitors of the Corporation or its affiliates other than by a breach of this Agreement by the Executive.

ARTICLE 4
GENERAL

4.1 Notices

Any notice required or permitted to be given to a party hereunder shall be in writing and may be given by mailing the same (provided there is no threatened or pending disruption of postal services), postage prepaid, or delivering the same, addressed to such party at the following address:

To the Corporation:

Enbridge Inc.
200, 425 – 1st Street S.W.
Calgary, Alberta T2P 3L8
Attention: President and Chief Executive Officer

To the Executive:

[ ]
[ ]
[ ]

Any notice aforesaid if delivered shall be deemed to have been delivered on the first business day following the date on which it was delivered or if mailed shall be deemed to have been received on the third business day following the date on which it was mailed. Any party may change its address for service from time to time by a notice given in accordance with the foregoing.

4.2 Time

Time shall be of the essence of this Agreement.

4.3 Legal Fees and Expenses

The Corporation shall pay all reasonable costs incurred by the Executive, as determined in the sole discretion of the President and Chief Executive Officer, in respect of legal, consulting and accounting expenses in connection with the negotiation and execution of this Agreement. The Corporation shall pay all costs, charges and expenses incurred in respect of legal, consulting and accounting expenses (including legal fees, charges and disbursements on an as between a solicitor and his own client basis) incurred by the Executive or his estate in taking any action or enforcing any right or benefit provided to the Executive by this Agreement; provided only that the Executive is substantially successful in any such action or in enforcing any such right or benefit, and providing further that payments pursuant to this Section 4.3 shall not exceed a maximum amount of $20,000 or such greater amount as may be ordered by any court or other competent authority.

4.4 Integration

The provisions of this Agreement are in addition to and not in substitution for the other terms, conditions and provisions concerning the employment of the Executive by the Corporation, whether contained in benefit or incentive plans (including short term incentive plans, performance incentive plans and long term incentive plans) or otherwise, and where there is any conflict between this Agreement and such other terms, conditions and provisions this Agreement shall govern and prevail. In the event any plan under which any benefit or incentive is granted does not permit a benefit or incentive to be received in circumstances contemplated by this Agreement, the Corporation shall pay to the Executive a cash amount equal to the value of the benefit or incentive provided for in this Agreement. This Agreement together with such other terms, conditions and provisions and the offer of employment dated [ ], constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof.

4.5 Amendment

[This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.][The Agreement shall, if the Executive so requests in writing, be amended to modify its provisions to provide the Executive with the same rights in respect of circumstances where a person becomes a control person of the Corporation or its affiliates as may be provided for in any agreement entered into after the effective date of this Agreement (other than amended and restated employment agreements that may be entered into after the effective date hereof with employees who were members of the Executive Leadership Team on the effective date of this Agreement (with any other employee of the Corporation (other than its President and Chief Executive Officer or its Chief Financial Officer) or any of its affiliates. The Corporation shall, within 10 days of entering into any such agreement with another employee, notify the Executive in writing of the details of such provisions (but shall not be required to disclose the identity of the other employee].

4.6 Waivers

No waiver by either party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise expressly provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

4.7 Further Assurances

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or advisable in order to give full effect to this Agreement.

4.8 Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

4.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns.

The Corporation and the Executive have duly executed and delivered this Agreement to each other effective as of the day and year first written above.

ENBRIDGE INC.

Per: /s/ [ ]
[ ]
President and Chief Executive Officer

Per: /s/ [ ]
[ ]
Chief Human Resources Officer

SIGNED AND DELIVERED in the presence of:

/s/ [ ]
WITNESS as to the signature of
[ ]

/s/ [ ]
[ ]

SCHEDULE A

Release

I, [ ], of the City of Calgary, in the Province of Alberta, in consideration of the amounts (including without limiting the generality of the foregoing, if applicable, payment of instalments of such amounts) provided in Sections 2.5 and 2.7 of the Executive Employment Agreement dated as of [ ] (the "**Agreement**") between me and Enbridge Inc. (the "**Corporation**") and for other good and valuable consideration, inclusive of any statutory severance or benefits in accordance with the *Employment Standards Code* (Alberta), the receipt (other than in respect of the future instalments referred to above, if any) and sufficiency of which is hereby acknowledged, do for myself, my executors and assigns hereby remise, release and forever discharge the Corporation, its respective predecessors, successors and assigns, from all manner of actions, causes of action, claims or demands, past, present or future, which against the Corporation, its respective predecessors, successors and assigns, I ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or admitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with my relationship with the Corporation, its respective predecessors, successors and assigns, as an employee, officer, director or trustee, and the termination of my employment from the Corporation, on [ ]. Words or terms defined in the Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

For the above mentioned consideration, I represent and warrant that I have not assigned to any person any of the actions, causes of action, claims, suits, executions or demands which I release by this Release, or with respect to which I agree not to make any claim or take any proceeding herein.

Notwithstanding anything contained in this Release, this Release shall not extend to or affect, or constitute a release of, my right to sue, claim against or recover from the Corporation and shall not constitute an agreement to refrain from bringing, taking or maintaining any action against the Corporation in respect of:

(a) any corporate indemnity existing by statute or contract or pursuant to any of the constating documents of the Corporation provided in my favour in respect of my having acted at any time as a director, trustee or officer or any of such positions with the Corporation or any of its affiliates or of any person I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates;

(b) my entitlement to any insurance maintained for the benefit or protection of the directors, trustees or officers of the Corporation or of any of its affiliates or of any person I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates, including without limitation, directors', trustees' and officers' liability insurance; or

(c) my entitlement to any amounts that may arise under the Sections and Articles of the Agreement referred to in Section 2.8 of the Agreement.

I agree that, except as provided herein, the terms of the Agreement and of this Release will be kept confidential. Subject to the following, I shall not communicate any such terms to any third party under any circumstances whatsoever, although I shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. Notwithstanding the foregoing, I shall be permitted to disclose the terms of the Agreement and this Release to my spouse, and my tax, financial and legal advisors, and to make any disclosures of the terms of the Agreement and this Release as may be required to allow me to comply with any applicable provision of the law. In such event, I shall require that my spouse, and any such tax, financial or legal advisor execute the undertaking provided in Schedule C

to the Agreement prior to the disclosure of the terms of the Agreement and this Release and shall advise the Corporation of such disclosure and provide the Corporation with a copy of such undertaking. In the event of any disclosure required by law, upon becoming aware of any such I shall, provided I am legally permitted to do so, promptly advise the Corporation of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the Corporation with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

I acknowledge that I have read all of this Release, fully understand the terms of this Release and voluntarily accept the consideration stated herein as the sole consideration for this Release for the purpose of making a full and final settlement with the Corporation. I further acknowledge and confirm that I have been given an adequate period of time to obtain independent legal counsel upon the meaning and the significance of the terms herein.

	[ ]
[witness' signature]	
[print name of witness]	[date]
[Suite number and street address]	
[city, town etc.]	[city]
[province/state, country]	
[postal code]	[province]

SCHEDULE B

Release

Enbridge Inc. (the "**Corporation**"), a corporation continued under the laws of Canada, in consideration of the delivery by [ ] (the "**Executive**") of this Release dated the date hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its affiliates and it and their respective predecessors, successors and assigns, hereby remises, releases and forever discharges the Executive and his heirs, legal personal representatives and assigns from all manner of actions, causes of action, claims or demands, past, present or future, against the Executive or his heirs, legal personal representatives and assigns which the Corporation, its affiliates or its or their respective predecessors, successors and assigns ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or omitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with the Corporation's or its affiliates' relationship with the Executive, as an employee, officer, director or trustee of the Corporation or its affiliates. Words or terms defined in the Executive Employment Agreement dated as of [ ] (the "**Agreement**") between the Corporation and the Executive and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

For the above mentioned consideration, the Corporation represents and warrants that neither it nor its affiliates has assigned to any person any of the actions, causes of action, claims, suits, executions or demands which it releases by this Release, or with respect to which it and its affiliates agrees not to make any claim or take any proceeding herein.

It is agreed that, except as provided herein or as required by law, the terms of the Agreement and this Release will be kept confidential. None of the Corporation or its affiliates, or any of their employees, officers, directors or trustees shall communicate any such terms to any third party under any circumstances whatsoever, although the Corporation shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. In the event of disclosure required by law, upon becoming aware of such the Corporation shall, provided it is legally permitted to do so, promptly advise the Executive of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the Executive with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

[Signature page to follow]

The Corporation has duly executed and delivered this Release this _____ day of _____, 20__.

ENBRIDGE INC.

Per: _____

Per: _____

SCHEDULE C

Undertaking

I, _____ of _____
[print name of person giving the undertaking] [suite number and street address]

_____, _____, _____
[city, town, etc.] [province/state] [country]

being the _____, of
[describe relationship to the "Executive", as defined hereinafter, e.g.: spouse, tax, financial or legal advisor]
[ ] (the "**Executive**") for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, agree to keep strictly confidential the terms and conditions of the Executive Employment Agreement dated as of [ ] made between Enbridge Inc. and the Executive (the "**Agreement**"), and any release related to the Agreement, all as may be disclosed to me the Executive.

I further acknowledge that I will make no use whatsoever of the information comprising the terms and conditions of such Agreement, and any release related to the Agreement, except as may be required for the purposes of my providing advice and direction to the Executive in my above mentioned capacity.

SIGNED at _____, _____, this _____ day of _____, 20__.

_____

_____ _____
[witness' signature] [signature of person giving the undertaking]

[print name of witness]

[Suite number and street address]

[city, town etc.]

[province/state, country]

[postal code]

EXHIBIT 10.4

ENBRIDGE INC.

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT

BETWEEN

ENBRIDGE INC.

- and -

[ ]

Dated as of [ ]

TABLE OF CONTENTS

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective the [ ] day of [ ] between:

ENBRIDGE INC., a body corporate under the *Canada Business Corporations Act,* with offices in the City of Calgary, in the Province of Alberta (hereinafter called the "**Corporation**")

- and -

[ ], of the City of Calgary, in the Province of Alberta (hereinafter called the "**Executive**")

WHEREAS:

(a) the Executive is an executive of the Corporation and is considered by the Board of Directors of the Corporation to be a valued employee of the Corporation and has acquired outstanding and special skills and abilities and an extensive background in and knowledge of the Corporation's business and the industry in which it is engaged; and

(b) the Board of Directors recognizes that it is essential, in the best interests of the Corporation, that the Corporation retain the continuing dedication of the Executive to his office and employment and that this can best be accomplished if the personal uncertainty facing the Executive in the event of a Corporation initiated termination of employment of the Executive is alleviated;

IN CONSIDERATION of the mutual advantages accruing to both the Corporation and the Executive, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

(a) "**affiliate**" a person shall be deemed to be an affiliate of another person if one of them is controlled by the other or both are controlled by the same person, and if two persons are affiliates of the same person at the same time they are deemed to be affiliates of each other;

(b) "**Annual Compensation**" means the sum of the Annual Salary and the Annual Incentive Bonus;

(c) "**Annual Salary**" means the annual salary of the Executive established by the HRCC and payable by the Corporation or its affiliates, determined as at the end

of the month immediately preceding the month in which the termination of employment occurs and if at the relevant time an annual salary level has not been established, it shall be calculated by multiplying by 12 the monthly salary of the Executive in effect for the month preceding the month in which a termination of employment occurs pursuant to Article 2;

(d) "**Annual Incentive Bonus**" means the annual incentive bonus of the Executive under the Corporation's short term incentive plan;

(e) "**Confidential Information**" means the records, information, processes, know-how, data, trade secrets, techniques, knowledge and other confidential information, either electronic or not electronic, not generally known or lawfully available to the public relating to or connected with the business or corporate affairs and operations of the Corporation and its affiliates;

(f) "**constructive dismissal**" means unless expressly consented to in writing by the Executive, any action that constitutes constructive dismissal (as defined at common law) of the Executive, including a:

(i) material decrease in the Executive's title, position, responsibilities or powers;

(ii) reduction in the Annual Salary (excluding the Annual Incentive Bonus) of the Executive;

(iii) reduction in the value of the Executive's pension benefits (including the defined benefit pension plan or the supplemental benefit pension plan);

(iv) material reduction in the value of the Executive's other employee benefits, plans and programs, other than a reduction in the value of the Executive's Annual Incentive Bonus as a result of the normal application of the performance criteria under the Annual Incentive Bonus; or

(v) [change in the reporting relationship of the Executive whereby the Executive ceases to directly report to the most senior executive officer of the Corporation (as of the date hereof, the President and Chief Executive Officer)]

(i) [material decrease in the reporting relationships of the Executive, excluding a change whereby the Executive ceases to directly report to the most senior executive officer of the Corporation (as of the date hereof, the President and Chief Executive Officer) or its control person, if any, and directly reports to another senior executive officer of the Corporation or of its control person, if any, provided the Executive remains a member of the most senior formal groups or committees (as of the effective date hereof its Executive Leadership Team) involved in corporate stewardship of the Corporation and of its control person, if any];

(g) "**control person**" means a person, or a group of persons acting jointly or in concert, that is or are in a position to exercise, directly or indirectly, effective control of another person, whether through:

(i) the ownership or control of:

A. a majority of, or

B. in the case of a person whose voting securities or interests are widely held or publicly traded, 20% or more of,

the voting securities or interests of such other person (including any securities or interests which are convertible or exchangeable into voting securities or interests forming part of the holdings of the person or group of persons, whether or not at the relevant time such conversion or exchange has taken place, and including securities or interests of a person or group of persons which carry the right to vote under circumstances that have occurred and are continuing); or

(ii) contract or other legal rights,

and "**control**" in respect of a person shall have a corresponding meaning provided that a person holding voting securities or interests in the ordinary course of business as an investment manager and who is not, individually or acting jointly or in concert with other persons, using such holding to exercise effective control, shall not be considered a control person;

(h) "**defined benefit pension plan**" means the Corporation's registered pension plan, entitled "Retirement Plan for the Employees of Enbridge Inc. and Affiliates" dated July 1, 2001, as amended or replaced from time to time in accordance with the terms of such registered pension plan;

(i) "**Human Resources and Compensation Committee**" or "**HRCC**" means the committee of the Board of Directors of the Corporation from time to time appointed to fix the remuneration of executives of the Corporation or, if such committee has not been appointed, means the Board of Directors of the Corporation;

(j) "**Pensionable Bonus**" means the portion of Annual Incentive Bonus which is used under the defined benefit pension plan and the supplemental benefit pension plan to determine final or best average earnings;

(k) "**person**" means an individual, a partnership or incorporated or unincorporated association, syndicate or organization, a company, corporation or other body corporate wherever or however incorporated, a trust or any government or governmental authority or instrumentality;

(l) "**RCA**" shall have the meaning set out in Section 2.7;

(m) "**Retiring Allowance**" shall have the meaning set out in Section 2.5(b);

(n) "**supplemental benefit pension plan**" means the non-registered supplemental pension plan, entitled 'The Enbridge Supplemental Pension Plan" dated January 1, 2000, as amended or replaced from time to time in accordance with the terms of such supplemental benefit pension plan; and

(o) "**supplementary undertaking**" shall have the meaning set out in Section 2.7.

1.2 Headings

The headings of the articles, sections, clauses and paragraphs herein are inserted for convenience of reference only and shall not affect the meaning or interpretation hereof. Unless otherwise stated, all references to articles, sections, clauses or paragraphs in this Agreement are to those set out in this Agreement.

1.3 Governing Law and Attornment

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta with respect to any matters arising out of this Agreement.

1.4 Singular; Gender

All words importing the singular number include the plural and vice versa, and all words importing gender include the masculine, feminine and neuter genders.

ARTICLE 2
EMPLOYMENT

2.1 Position, Duties and Responsibilities of Executive

The Executive shall have such responsibilities and powers as the Board of Directors (the "Board") or the bylaws of the Corporation or the Executive's superiors may from time to time prescribe and are currently contemplated by his position as [ ], or substantially equivalent duties and responsibilities.

Except as may be authorized by the Board of Directors of the Corporation, or by the Executive's superiors from time to time, the Executive shall devote the whole of his time to the Executive's duties hereunder and shall use his best efforts to promote the interests of the Corporation and its affiliates.

Notwithstanding the foregoing, the Corporation agrees that the Executive may continue to serve on corporate, civic or charitable boards of directors or committees listed on Appendix "A" to this Agreement subject to the Corporation's right to give the Executive (at the sole discretion of the President and Chief Executive Officer or the Board) 6 months advance notice of a decision to revoke this approval, and in such case the Executive must remove himself/herself within the 6 month time period.

Further, the Executive may serve on other corporate, civic or charitable boards of directors or committees only with prior written approval and at the sole discretion of the

President and Chief Executive Officer or Board (excluding any which would create a conflict of interest or which are competitors of the Corporation), subject to the Corporation's right to give the Executive (at the sole discretion of the President and Chief Executive Officer or the Board) 3 months advance notice of a decision to revoke this approval.

2.2 Term of Agreement

The term of this Agreement shall commence on the effective date hereof and, subject to Section 2.8, shall continue in effect to and including the earliest of:

(a) the effective date of voluntary retirement of the Executive in accordance with the retirement policies established for senior employees of the Corporation;

(b) the effective date of voluntary resignation of the Executive other than pursuant to Section 2.5(a)(ii);

(c) the death of the Executive; or

(d) the effective date of termination of the employment of the Executive by the Corporation, including pursuant to Section 2.5(a)(ii).

2.3 Termination of Agreement upon Disability of Executive

If at the end of any month the Executive is and has been for a period of more than 12 consecutive months unable to perform the essential duties of the Executive as determined under Section 2.1 in the normal and regular manner due to mental or physical disability, this Agreement may be terminated by the Corporation on 30 days' prior written notice. Notwithstanding anything contained in this Section 2.3, the Executive shall, after such termination, continue to be entitled to all benefits provided under the disability and pension plans of the Corporation or its affiliates applicable to the Executive at the date of and during the time of this Agreement.

2.4 Termination of Agreement by the Corporation for Cause

The Corporation may terminate this Agreement at any time without notice in the event the Executive shall be convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Executive at the expense of the Corporation, or for just cause as defined at common law, pursuant to written notice setting forth particulars of such cause.

2.5 Termination of Employment by the Corporation or the Executive

(a) Except where such termination is pursuant to Sections 2.2(a), 2.2(b), 2.2(c), 2.4 or 2.6 the provisions of this Section 2.5 shall apply:

(i) where the Corporation terminates the employment of the Executive for any reason;

(ii) where the Executive terminates his employment with the Corporation within a period of 180 days following constructive dismissal of the

Executive. For this purpose the Executive may within a period of 180 days following the constructive dismissal of the Executive terminate his employment with the Corporation upon 30 days' prior written notice to the Corporation. For greater clarity, the said 30 day notice may be given at any time up to the 150th day of the said 180-day period; or

(iii) where the Corporation terminates this Agreement pursuant to Section 2.3.

(b) In the event of termination of employment as provided in Section 2.5(a), the Executive shall be entitled to receive, and the Corporation shall pay to the Executive, a retiring allowance (the "**Retiring Allowance**") computed as hereinafter provided, which shall include all statutory entitlement under employment standards legislation and all common law entitlement to reasonable notice. The Retiring Allowance shall be that amount which is equal to two times the sum of:

(i) the Annual Salary; and

(ii) the average of the last two payments of the Annual Incentive Bonus paid to the Executive (or the last payment if there has not been more than one Annual Incentive Bonus paid to the Executive) immediately preceding the date of such termination of employment.

(c) In addition to the Retiring Allowance calculated in accordance with Section 2.5(b) the Corporation shall pay to the Executive:

(i) the cash value of two times the last annual flex credit allowance provided to the Executive immediately preceding the date of such termination of employment under the Corporation's flexible benefit program unless the Executive continues to be covered through the Corporation's annuitant benefit program or the benefits program of another employer of equal value (and in the case that such other employer's benefit program is of lesser value, the Executive shall be paid the difference in such values). Alternatively, at the Executive's election, the Corporation shall provide continuation of the benefit coverage, for two years from the date of termination, with the exception of those benefits which may not be continued pursuant to the applicable plan text, including long term disability coverage;

(ii) an Annual Incentive Bonus for the calendar year in which the termination of employment occurs, pro-rated based upon the number of days of employment of the Executive in the calendar year to the total number of days in the year and calculated based on the last Annual Incentive Bonus payment received by the Executive. In addition, the Executive shall receive all accrued and unpaid annual vacation pay to the date of termination. In addition, where the Executive holds rights under other plans to cash incentive

compensation (including without limiting the generality of the foregoing, any performance stock units) the Executive shall be paid for the period in which he was employed a pro-rated amount based upon the number of days in the applicable period under the plan the Executive was employed to the number of days in the applicable plan period and such amounts shall be paid to the Executive within 30 days of the date on which amounts so payable under such plans are determined;

(iii) the cash value of two times the last annual flexible perquisite allowance provided to the Executive immediately preceding the date of such termination of employment under the Corporation's executive flexible perquisites program less any amounts prepaid to the Executive but unearned by virtue of such termination of employment (as of the effective date of this Agreement the annual flexible perquisite allowance is $35,000);

(iv) a lump sum payment equivalent to the Corporation's portion of contributions on behalf of the Executive to the Corporation's employee savings plan for a two year period based upon the base salary of the Executive as at the effective date of termination; and

(v) for financial counselling and/or career counselling assistance for the Executive to a maximum of $20,000.

(d) The Executive shall have, and shall be deemed to have had, as of the effective date of termination, two years of additional service added to the service already accrued at the effective date of termination under the Corporation's defined benefit pension plan and supplemental benefit pension plan.

(e) Notwithstanding the provisions of any plan under which such options have been issued, if at the effective date of termination of employment as provided in Section 2.5(a) the Executive holds exercisable but unexercised options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans, the Executive shall be entitled to exercise all options so held in accordance with the terms of such plans; provided further that any provision in any such plan which purports to terminate such options in the event of termination of employment for any reason shall not be applicable or, if such provision is applicable under such plan to prevent such exercise, the provisions of Section 4.4 shall apply. If the Executive holds options for the purchase of shares or other securities under any of the Corporation's or its affiliates' stock option plans which are not vested or otherwise not exercisable at the date of termination of employment in circumstances where this Section 2.5 applies, the Corporation shall pay to the Executive a cash amount representing the excess, if any, of the fair market value of the shares or other securities on the date of termination of employment over the exercise price for such options. Fair market value on the date of termination of employment shall mean the last board lot sale price on the Toronto Stock Exchange (or such other exchange on which the greatest volume of trading of such shares or other securities takes place for the

30 trading days prior to the date of termination) on the last trading day prior to the date of termination of employment.

(f) The Corporation and the Executive agree that the provisions of Section 2.5 are fair and reasonable and that the amounts payable by the Corporation to the Executive pursuant to Section 2.5 are reasonable estimates of the damages which will be suffered by the Executive in the event of the termination of his employment with the Corporation in the circumstances set out in Section 2.5, and shall not be construed as a penalty, nor shall the Executive be required to mitigate any loss resulting from the termination, including any amounts required to be paid pursuant to this Agreement.

(g) The amounts payable by the Corporation to the Executive pursuant to Section 2.5 shall not be reduced by any amounts earned by the Executive after the termination of the employment of the Executive.

(h) All amounts paid by the Corporation to the Executive pursuant to Section 2.5 shall satisfy and forever discharge all liabilities, claims or actions that the Executive may or shall have against the Corporation arising from the termination of employment of the Executive whether at common law or under statute or otherwise, subject to any ongoing rights of the Executive expressly contemplated by the release at Schedule A.

(i) Subject to the provisions of Sections 2.5(c) and 2.5(e), the Corporation shall, at the option of the Executive, pay the amounts provided under this Section 2.5 to the Executive on the effective date that the employment of the Executive is terminated, or as soon thereafter as reasonably practical, but in any event within 30 days of the effective date of such termination, less all applicable statutory deductions, or arrange a schedule of instalment payments of such amounts as determined by the Executive. The Corporation will pay such amounts to the Executive in a lawful and tax efficient manner if and as directed by the Executive. Upon payment to the Executive of the amounts provided for under this Section 2.5 and, if applicable, a duly signed written agreement of the Corporation to make all instalment payments thereof on a timely basis in accordance with the Executive's determinations as provided for in the foregoing sentence, the Executive and the Corporation shall execute and deliver to the other the releases in the forms of Schedules A and B, respectively.

2.6 Other Termination by Executive

Notwithstanding anything to the contrary herein, in addition to the right of the Executive to terminate his employment under the circumstances described in Section 2.5, the Executive shall be entitled to terminate this Agreement and his employment with the Corporation at his pleasure upon 30 days' prior written notice to such effect. In such event, the Executive shall not be entitled to any further compensation from the effective date of his termination of employment, except for such compensation as accrued prior to and on the effective date of termination of employment. The Corporation acknowledges and agrees that the Corporation shall have no remedy against the Executive, in law or otherwise, upon the termination of this

Agreement and the Executive's employment with the Corporation in . accordance with this Section 2.6.

2.7 Pension Plans

The Corporation undertakes and agrees with the Executive (herein, the "**supplementary undertaking**") to pay or cause to be paid to the Executive the amounts provided for in the supplemental benefit pension plan as modified by this Section 2.7, which amounts are supplemental to the amounts to be paid to the Executive under the defined benefit pension plan, such that the Executive will receive an annual pension equal to the annual pension that the Executive would be entitled to under the defined benefit pension plan but for the fact that retirement benefits under the defined benefit pension plan are subject to a maximum pension limitation as fixed from time to time under the *Income Tax Act* (Canada) and the rules and regulations from time to time promulgated by Canada Revenue Agency thereunder (the "**ITA**"). In particular, the Executive (or the Executive's spouse or beneficiary as defined in the supplemental benefit pension plan) is entitled to receive:

(a) benefits determined in accordance with the supplemental benefit pension plan, being certain amounts that would be payable from the defined benefit pension plan but for limitations imposed by the ITA, all as specified in the supplemental benefit pension plan; and

(b) if Section 2.5(d) applies, benefits determined in accordance with the supplemental benefit pension plan pursuant to Section 2.7(a) above as if:

(i) two additional years of credited service were applied in the lifetime retirement income formula in the defined benefit pension plan, and two additional years of continuous service were granted for other purposes of the defined benefit pension plan;

(ii) for the purposes of determining final or best average earnings, for each of the two additional years of credited service provided for pursuant to Section 2.7(b)(i) above:

A. the Executive's salary for such years shall be deemed to be his Annual Salary as at the date of termination of employment, and

B. the Annual Incentive Bonus used in calculating the Pensionable Bonus for each of such additional years shall be deemed to be the average of the last two payments of Annual Incentive Bonus paid to the Executive (or the last payment if there has not been more than one Annual Incentive Bonus paid to the executive immediately preceding the date of termination of employment).

The Corporation represents and undertakes to the Executive that the supplementary undertaking is and shall hereafter be maintained in a "retirement compensation arrangement" (as referred to in the ITA) separately maintained under a trust arrangement established by the Corporation (the "**RCA**"). The supplementary undertaking shall be funded from amounts in the RCA with any amount that cannot be funded from the RCA being paid by the Corporation.

2.8 Continuing Provisions

Notwithstanding the termination of this Agreement under Article 2, the provisions of Sections 2.5, 2.6, 2.7 and 2.8 and Article 3 and all other provisions hereof which by their terms are to be performed following the termination hereof shall survive such termination and be continuing obligations, and all rights of the Executive to compensation and benefits which have accrued prior to such termination shall remain payable and enforceable regardless of such termination.

2.9 Taxes and Reporting

All amounts paid to the Executive pursuant to this Agreement shall be subject to withholding taxes as required by the applicable legislation in effect at the time of the payments.

Notwithstanding the aforementioned, the Executive shall be responsible for the payment of all taxes applicable to payments made pursuant to this Agreement and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

ARTICLE 3
NON-COMPETITION AND CONFIDENTIALITY

3.1 Non-Competition While Employed

The Executive recognizes and understands that in performing the duties and responsibilities of his employment as outlined in this Agreement, he will occupy a position of high fiduciary trust and confidence, pursuant to which he has developed and will develop and acquire wide experience and knowledge with respect to the businesses carried on by the Corporation and its affiliates and the manner in which such businesses are conducted. It is the expressed intent and agreement of the Executive and of the Corporation that such knowledge and experience shall be used solely and exclusively in the furtherance of the business interests of the Corporation and its affiliates and not in any manner detrimental to them. The Executive therefore agrees that so long as he is employed by the Corporation pursuant to this Agreement he shall not engage in any practice or business in competition with the business of the Corporation or any of its affiliates.

3.2 Non-Competition Following Termination of Employment

In the event of termination of the Executive's employment for any reason, the Executive agrees that he will not, directly or indirectly, for a period of 12 months from the date of termination of employment, without the prior written consent of the Corporation (not to be unreasonably withheld) either alone or in partnership or in conjunction with any person or persons, firm, association, syndicate, company or corporation (collectively a "**Business Entity**") as principal, agent, shareholder, employee, director or in any other manner whatsoever carry on or be engaged in or concerned with or interested in, or advise, lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any Business Entity engaged or interested in the transportation, distribution or marketing of crude oil, natural gas or natural gas liquids, the gathering or processing of natural gas including the extraction of natural gas liquids, power generation, transmission, distribution or marketing, the

production, transmission, distribution or marketing of renewable or green energy including wind, solar or thermal:

(a) within any province of Canada;

(b) within Canada;

(c) within any state of the continental United States of America, including Alaska;

(d) within the continental United States of America, including Alaska; or

(e) within North America.

If any covenant or provision in this Section 3.2 is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other covenant or provision, and each of Sections 3.2(a) to (e) are hereby declared to be separate and distinct covenants (and for this purpose each province or state intended to be named in Section 3.2(a) and (c) shall be considered to be set forth in a separate subclause of Section 3.2 and to be separate and distinct covenants). The Executive agrees that all the provisions of this Section 3.2 are reasonable in the interests of the Corporation and its continuing business and operations. The foregoing provisions of Section 3.2 shall not apply to the acquisition by the Executive, directly or indirectly, or through any Business Entity of up to 1% of the shares or other securities of a Business Entity quoted or traded on any public stock exchange in Canada or the United States.

If the Executive fails to comply with this Section 3.2, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.3 Non-Solicitation of Employees

Except with the prior written consent of the Corporation, the Executive shall not solicit or cause to be solicited for employment any officer or employee of the Corporation, any of its subsidiaries or any partnership where the Corporation or one of its subsidiaries acts as the general partner for a period of 24 months from the termination of the employment of the Executive with the Corporation. For this purpose, solicitation does not include advertising in periodicals or newspapers of general circulation.

If the Executive fails to comply with this Section 3.3, the Corporation shall be entitled to cancel all unvested or unexercised options or performance share units and to terminate the payment to the Executive of any amounts the Executive is entitled to under the Corporation's supplemental benefit pension plan.

3.4 Confidentiality

The Executive further recognizes and understands that in the performance of his employment duties and responsibilities outlined in this Agreement, he will become knowledgeable, aware and possessed of Confidential Information concerning the business of the Corporation and its affiliates. The Executive agrees that, except with the consent of the

Board of Directors of the Corporation or his superior, or as required by applicable law, he will not disclose such Confidential Information to any unauthorized persons so long as he is employed by the Corporation pursuant to this Agreement and for a period of two years thereafter; provided that the foregoing shall not apply to any Confidential Information which is or becomes known or available to the public or to the competitors of the Corporation or its affiliates other than by a breach of this Agreement by the Executive.

3.5 No Previous Restrictive Agreements

The Executive represents that, except as disclosed in writing to the Corporation prior to the effective date of this Agreement, he is not bound by the terms of any agreement with any previous employer or other person to (a) refrain from using or disclosing any trade secret or confidential or proprietary information in the course of Executive's employment by the Corporation or (b) refrain from competing, directly or indirectly, with the business of such previous employer or any other person, or to solicit any employee, representative or customer of any previous employer. The Executive further represents that his performance under this Agreement will not breach any (i) agreement to keep in confidence proprietary information, knowledge or data acquired by the Executive in confidence prior to Executive's employment with the Corporation, or (ii) non-competition or non-solicitation restrictive covenant or any other similar type of agreement with any previous employer. Executive agrees that he will not disclose to the Corporation or induce the Corporation to use any confidential or proprietary information or material belonging to any previous employer or any other person.

ARTICLE 4
GENERAL

4.1 Notices

Any notice required or permitted to be given to a party hereunder shall be in writing and may be given by mailing the same (provided there is no threatened or pending disruption of postal services), postage prepaid, or delivering the same, addressed to such party at the following address:

To the Corporation:

Enbridge Inc.
200, 425 – 1st Street S.W.
Calgary, Alberta T2P 3L8
Attention: President and Chief Executive Officer

To the Executive:

[ ]
[ ]
[ ]

Any notice aforesaid if delivered shall be deemed to have been delivered on the first business day following the date on which it was delivered or if mailed shall be deemed to have been received on the third business day following the date on which it was mailed. Any

party may change its address for service from time to time by a notice given in accordance with the foregoing.

4.2 Time

Time shall be of the essence of this Agreement.

4.3 Legal Fees and Expenses

The Corporation shall pay all reasonable costs incurred by the Executive, as determined in the sole discretion of the President and Chief Executive Officer, in respect of legal, consulting and accounting expenses in connection with the negotiation and execution of this Agreement. The Corporation shall pay all costs, charges and expenses incurred in respect of legal, consulting and accounting expenses (including legal fees, charges and disbursements on an as between a solicitor and his own client basis) incurred by the Executive or his estate in taking any action or enforcing any right or benefit provided to the Executive by this Agreement; provided only that the Executive is substantially successful in any such action or in enforcing any such right or benefit, and providing further that payments pursuant to this Section 4.3 shall not exceed a maximum amount of $20,000 or such greater amount as may be ordered by any court or other competent authority.

4.4 Integration

The provisions of this Agreement are in addition to and not in substitution for the other terms, conditions and provisions concerning the employment of the Executive by the Corporation, whether contained in benefit or incentive plans (including short term incentive plans, performance incentive plans and long term incentive plans) or otherwise, and where there is any conflict between this Agreement and such other terms, conditions and provisions this Agreement shall govern and prevail. In the event any plan under which any benefit or incentive is granted does not permit a benefit or incentive to be received in circumstances contemplated by this Agreement, the Corporation shall pay to the Executive a cash amount equal to the value of the benefit or incentive provided for in this Agreement. This Agreement together with such other terms, conditions and provisions and the offer of employment dated [ ], constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof.

4.5 Amendment

This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

4.6 Waivers

No waiver by either party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise expressly provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

4.7 Further Assurances

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or advisable in order to give full effect to this Agreement.

4.8 Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

4.9 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns.

The Corporation and the Executive have duly executed and delivered this Agreement to each other effective as of the day and year first written above.

ENBRIDGE INC.

Per: /s/ [ ]
[ ]
[ ]

Per: /s/ [ ]
[ ]
[ ]

SIGNED AND DELIVERED in the presence of:	)	
/s/ [ ]	)	/s/ [ ]
WITNESS as to the signature of	)	[ ]
[ ]	)	

APPENDIX "A"

Service on Boards of Directors or Committees

SCHEDULE A

Release

I, [ ], of the City of [ ], in the Province of [ ], in consideration of the amounts (including without limiting the generality of the foregoing, if applicable, payment of instalments of such amounts) provided in Sections 2.5 and 2.7 of the Executive Employment Agreement dated as of [ ] (the "**Agreement**") between me and Enbridge Inc. (the "**Corporation**") and for other good and valuable consideration, inclusive of any statutory severance or benefits in accordance with the *Employment Standards Code* (Alberta), the receipt (other than in respect of the future instalments referred to above, if any) and sufficiency of which is hereby acknowledged, do for myself, my executors and assigns hereby remise, release and forever discharge the Corporation, its respective predecessors, successors and assigns, from all manner of actions, causes of action, claims or demands, past, present or future, which against the Corporation, its respective predecessors, successors and assigns, I ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or admitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with my relationship with the Corporation, its respective predecessors, successors and assigns, as an employee, officer, director or trustee, and the termination of my employment from the Corporation, on [ ]. Words or terms defined in the Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

For the above mentioned consideration, I represent and warrant that I have not assigned to any person any of the actions, causes of action, claims, suits, executions or demands which I release by this Release, or with respect to which I agree not to make any claim or take any proceeding herein.

Notwithstanding anything contained in this Release, this Release shall not extend to or affect, or constitute a release of, my right to sue, claim against or recover from the Corporation and shall not constitute an agreement to refrain from bringing, taking or maintaining any action against the Corporation in respect of:

(a) any corporate indemnity existing by statute or contract or pursuant to any of the constating documents of the Corporation provided in my favour in respect of my having acted at any time as a director, trustee or officer or any of such positions with the Corporation or any of its affiliates or of any person I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates;

(b) my entitlement to any insurance maintained for the benefit or protection of the directors, trustees or officers of the Corporation or of any of its affiliates or of any person I acted as a director, trustee or officer of at the request of the Corporation or any of its affiliates, including without limitation, directors', trustees' and officers' liability insurance; or

(c) my entitlement to any amounts that may arise under the Sections and Articles of the Agreement referred to in Section 2.8 of the Agreement.

I agree that, except as provided herein, the terms of the Agreement and of this Release will be kept confidential. Subject to the following, I shall not communicate any such terms to any third party under any circumstances whatsoever, although I shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. Notwithstanding the foregoing, I shall be permitted to disclose the terms of the Agreement and this Release to my spouse, and my tax, financial and legal advisors, and to make any disclosures of the terms of the Agreement and this Release as may be required to allow me to comply with any applicable provision of the law. In such event, I shall require that my spouse, and any such tax, financial or legal advisor execute the undertaking provided in Schedule C to the Agreement prior to the disclosure of the terms of the Agreement and this Release and shall advise the Corporation of such disclosure and provide the Corporation with a copy of such undertaking. In the event of any disclosure required by law, upon becoming aware of any such I shall, provided I am legally permitted to do so, promptly advise the Corporation of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the Corporation with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

I acknowledge that I have read all of this Release, fully understand the terms of this Release and voluntarily accept the consideration stated herein as the sole consideration for this Release for the purpose of making a full and final settlement with the Corporation. I further acknowledge and confirm that I have been given an adequate period of time to obtain independent legal counsel upon the meaning and the significance of the terms herein.

[witness' signature]	**[ ]**
[print name of witness]	
	[date]
[Suite number and street address]	
[city, town etc.]	
	[city]
[province/state, country]	
[postal code]	[province]

SCHEDULE B

Release

Enbridge Inc. (the "**Corporation**"), a corporation continued under the laws of Canada, in consideration of the delivery by [ ] (the "**Executive**") of this Release dated the date hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its affiliates and it and their respective predecessors, successors and assigns, hereby remises, releases and forever discharges the Executive and his heirs, legal personal representatives and assigns from all manner of actions, causes of action, claims or demands, past, present or future, against the Executive or his heirs, legal personal representatives and assigns which the Corporation, its affiliates or its or their respective predecessors, successors and assigns ever had, now have, or can, shall or may hereafter have, by reason of or arising out of any cause, matter or thing whatsoever done or omitted to be done, occurring or existing up to and inclusive of the date of this Release and in particular, without in any way restricting the generality of the foregoing, in respect of all claims, past, present or future, directly or indirectly related to or arising out of or in connection with the Corporation's or its affiliates' relationship with the Executive, as an employee, officer, director or trustee of the Corporation or its affiliates. Words or terms defined in the Executive Employment Agreement dated as of [ ] (the "**Agreement**") between the Corporation and the Executive and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

For the above mentioned consideration, the Corporation represents and warrants that neither it nor its affiliates has assigned to any person any of the actions, causes of action, claims, suits, executions or demands which it releases by this Release, or with respect to which it and its affiliates agrees not to make any claim or take any proceeding herein.

It is agreed that, except as provided herein or as required by law, the terms of the Agreement and this Release will be kept confidential. None of the Corporation or its affiliates, or any of their employees, officers, directors or trustees shall communicate any such terms to any third party under any circumstances whatsoever, although the Corporation shall be at liberty to disclose to third parties that a mutually acceptable release was agreed upon. In the event of disclosure required by law, upon becoming aware of such the Corporation shall, provided it is legally permitted to do so, promptly advise the Executive of the required disclosure prior to making such disclosure and shall, to the extent legally permitted to do so, provide the Executive with reasonable opportunity to seek protective orders or other assurances that confidential treatment will be afforded to such information. The invalidity or unenforceability of any provision of this Release shall not affect the validity or enforceability of any other provision of this Release, which shall remain in full force and effect.

[Signature page to follow]

The Corporation has duly executed and delivered this Release this _____ day of _____, 20__.

ENBRIDGE INC.

Per: _____

Per: _____

SCHEDULE C

Undertaking

I, _____ of _____
[print name of person giving the undertaking] [suite number and street address]

_____, _____, _____
[city, town, etc.] [province/state] [country]

being the _____, of
[describe relationship to the "Executive", as defined hereinafter, e.g.: spouse, tax, financial or legal advisor]

[ ] (the "**Executive**") for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, agree to keep strictly confidential the terms and conditions of the Executive Employment Agreement dated as of [ ] made between Enbridge Inc. and the Executive (the "**Agreement**"), and any release related to the Agreement, all as may be disclosed to me the Executive.

I further acknowledge that I will make no use whatsoever of the information comprising the terms and conditions of such Agreement, and any release related to the Agreement, except as may be required for the purposes of my providing advice and direction to the Executive in my above mentioned capacity.

SIGNED at _____,_____,this _____ day of _____,20__.

_____

_____ _____
[witness' signature] [signature of person giving the undertaking]

_____
[print name of witness]

_____
[Suite number and street address]

_____
[city, town etc.]

_____
[province/state, country]

_____
[postal code]

EXHIBIT 10.5

ENBRIDGE INC.

PERFORMANCE STOCK OPTION PLAN (2007)

1. PURPOSE

The purpose of the Performance Stock Option Plan (2007) (the "**Plan**") is to:

(a) focus Participants on the attainment of the Corporation's long-term strategy and share price appreciation;

(b) assist in attracting, retaining, engaging and rewarding senior executives of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation based on achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) **"Blackout Period"** means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons

associated or affiliated with any such person or group within the meaning of the Securities Act (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the Canada Business Corporations Act;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(i) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(ii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 7(c);

(n) **"Grant Price"** has the meaning set forth in Section 7(c);

(o) "**HRC Committee**" means the Human Resources & Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) "**Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) **"Notice Period"** means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Plan**" means the Performance Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(v) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(w) "**Share**" means a common share in the capital of the Corporation;

(x) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(y) "**Subsidiary"** means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such

partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(z) "**Term**" has the meaning ascribed to that term in Section 7;

(aa) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(bb) "**United States Incentive Stock Option**" has the meaning set forth in Section 9(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement for 100% of the Options to vest and the level below which no Options will vest. The HRC Committee is authorized to approve, for each Option granted under the plan, the terms for vesting any Option granted under the Plan. The HRC Committee shall also have the authority to approve any amendments to such performance measures and the expected levels of performance.

(c) Subject to Section 13, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 13, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions or any performance measures and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be made in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares reserved to be issued under the Plan and the Incentive Stock Option Plan (2007) (and its predecessors) shall not exceed in the aggregate 16,500,000 (the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 10. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve shall be subject to approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries, for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of

issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation or a Subsidiary, other than new employees that report directly to the CEO and may, with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(iii) determine and recommend to the Board, for its approval, the grant date of Options;

(iv) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(v) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. PERFORMANCE MEASURES

The CEO shall advise the Chair of the HRC Committee upon the Human Resources, Accounting and Finance Groups and the CEO jointly concurring that the performance measures for an Option grant have been achieved, and the number of Options that have become exercisable as a result.

7. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 8; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. The Option shall vest and become exercisable when the time period, if any, established by the HRC Committee since the date of the grant has expired and the performance measures in Section 6 have been met or have been deemed to be met. A Participant may exercise vested instalments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by such Fair Market Value of the Shares. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on the exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the term of the Options; following which any unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which any vested and unexercised Options shall be cancelled.

A number of unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan. The number of unvested Options that shall continue to vest shall be prorated based upon the number of full calendar months of active employment of the Participant during the Term to the total number of months in the Term (and for this purpose the Notice Period shall be counted as active employment). Such number of Options shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

For the purposes of this subsection 8(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unexercised and vested Options held by such Participant at the Participant's date of death shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which any unexercised Options shall be cancelled.

A number of unvested Options held by the Participant on the date of death of the Participant shall vest and be exercisable on the assumption that the performance measures have been met. The number of unvested Options that shall vest on the date of the Participant's death shall be prorated based upon the number of full calendar months of active employment of the Participant during the Term to the total number of months in the Term. Such number of Options shall be exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall continue in accordance with the Plan and may be exercised until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan. The number of unvested Options that shall continue to vest shall be prorated based upon the number of full calendar months of active employment of the Participant during the Term to the total number of months in the Term. Such number of Options shall be exercisable until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 8(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that are Corporate Leadership Team members) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control and the performance measures shall be deemed to be met. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

9. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of the Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b)(6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 7, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

10. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation,

reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

11. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

12. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

13. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may

also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution.

14. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

15. EFFECTIVE DATE

The Plan shall take effect on January 1, 2007, provided that any Options issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange. On the effective date, the application of the Incentive Stock Option Plan (2002) (the "Prior Plan") to performance Options shall be discontinued, except with respect to unexercised performance Options outstanding under the Prior Plan.

EXHIBIT 10.6

ENBRIDGE INC.

PERFORMANCE STOCK OPTION PLAN (2007), as amended and restated (2011)

1. PURPOSE

The purpose of the Performance Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the attainment of the Corporation's long-term strategy and share price appreciation;

(b) assist in attracting, retaining, engaging and rewarding senior executives of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation based on achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) **"Blackout Period"** means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the Securities Act (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the Canada Business Corporations Act;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(i) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in

the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(ii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 7(c);

(n) **"Grant Price"** has the meaning set forth in Section 7(c);

(o) "**HRC Committee**" means the Human Resources & Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) "**Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) **"Notice Period"** means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Performance Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(ii);

(v) "**Plan**" means the Performance Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(w) "**Pro-rated Option**" means a grant of an Option where the number of Shares subject to the Option has been reduced in accordance with Section 8(b), (d) or (e);

(x) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(y) "**Share**" means a common share in the capital of the Corporation;

(z) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(aa) "**Subsidiary"** means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(bb) "**Term**" has the meaning ascribed to that term in Section 7;

(cc) "**Time Vesting Period**" means the aggregate number of months under the option grant that must pass before all vesting criteria based upon the passage of time have been met;

(dd) "**Time Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(i);

(ee) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(ff) "**United States Incentive Stock Option**" has the meaning set forth in Section 9(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties

and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement for 100% of the Options to vest and the level below which no Options will vest. The HRC Committee is authorized to approve, for each Option granted under the plan, the terms for vesting any Option granted under the Plan. The HRC Committee shall also have the authority to approve any amendments to such performance measures and the expected levels of performance.

(c) Subject to Section 13, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 13, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions or any performance measures and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be made in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially reserved to be issued under the Plan and the Incentive Stock Option Plan (2007) (and its predecessors) shall not exceed in the aggregate 16,500,000 (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 10. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Incentive Stock Option Plan (2007) shall not exceed in the aggregate 9,500,000 Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 10. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition, the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section 7(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries, for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation or a Subsidiary, other than new employees that report directly to the CEO and may, with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(iii) determine and recommend to the Board, for its approval, the grant date of Options;

(iv) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(v) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. PERFORMANCE MEASURES

The CEO shall advise the Chair of the HRC Committee upon the Human Resources, Accounting and Finance Groups and the CEO jointly concurring that the performance measures for an Option grant have been achieved, and the number of Options that have become exercisable as a result.

7. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 8; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. The Option shall vest and become exercisable when:

(i) the Time Vesting Period, if any, established by the HRC Committee for an Option grant has elapsed (the "**Time Vesting Requirements**"); and

(ii) the performance measures in Section 6 have been met or have been deemed to be met (the "**Performance Vesting Requirements**");

provided that the Time Vesting Requirements shall be deemed to be met in respect of any Pro-rated Option. A Participant may exercise vested instalments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on the exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan. The number of unvested Options that shall continue to vest shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period (and for this purpose, the Notice Period shall be counted as active employment) and the denominator of which is the total number of months in the Time Vesting Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro-rated Options shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options and all unvested Options shall be cancelled.

For the purposes of this subsection 8(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unexercised and vested Options held by such Participant at the Participant's date of death shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the date of death of the Participant shall vest and be exercisable on the assumption that the Performance Vesting Requirements have been met. The number of unvested Options that shall vest on the date of the Participant's death shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period and the denominator of which is the total number of months in the Time Vesting Period. Such number of Pro-rated Options shall be fully vested and be exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, the number of Options in a grant of Options shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying total number of Options granted to the Participant by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period and the denominator of which is the total number of months in the Time Vesting Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro-rated Options shall be exercisable until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options and all unvested Options shall be canceled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 8(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that are Corporate Leadership Team members) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control and the performance measures shall be deemed to be met. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

9. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of the Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b)(6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 7, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

10. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock

dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

11. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

12. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

13. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 13.

14. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

15. EFFECTIVE DATE

The Plan shall take effect on January 1, 2007, provided that any Options issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date, the application of the Incentive Stock Option Plan (2002) (the "**Prior Plan**") to performance Options shall be discontinued, except with respect to unexercised performance Options outstanding under the Prior Plan.

EXHIBIT 10.7

ENBRIDGE INC.

PERFORMANCE STOCK OPTION PLAN (2007), as amended and restated (2011) and as further amended (2012)

1. PURPOSE

The purpose of the Performance Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the attainment of the Corporation's long-term strategy and share price appreciation;

(b) assist in attracting, retaining, engaging and rewarding senior executives of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation based on achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) **"Blackout Period"** means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization,

consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the Securities Act (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the Canada Business Corporations Act;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(i) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own

directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(ii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 7(c);

(n) **"Grant Price"** has the meaning set forth in Section 7(c);

(o) "**HRC Committee**" means the Human Resources & Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) "**Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) **"Notice Period"** means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Performance Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(ii);

(v) "**Plan**" means the Performance Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(w) "**Pro-rated Option**" means a grant of an Option where the number of Shares subject to the Option has been reduced in accordance with Section 8(b), (d) or (e);

(x) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(y) "**Retirement Proration Period**" has the meaning ascribed to that term in Section 8(e).

(z) "**Share**" means a common share in the capital of the Corporation;

(aa) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(bb) "**Subsidiary"** means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(cc) "**Term**" has the meaning ascribed to that term in Section 7;

(dd) "**Time Vesting Period**" means the aggregate number of months under the option grant that must pass before all vesting criteria based upon the passage of time have been met;

(ee) "**Time Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(i);

(ff) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(gg) "**United States Incentive Stock Option**" has the meaning set forth in Section 9(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the

provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement for 100% of the Options to vest and the level below which no Options will vest. The HRC Committee is authorized to approve, for each Option granted under the plan, the terms for vesting any Option granted under the Plan. The HRC Committee shall also have the authority to approve any amendments to such performance measures and the expected levels of performance.

(c) Subject to Section 13, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 13, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions or any performance measures and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be made in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially reserved to be issued under the Plan and the Incentive Stock Option Plan (2007) (and its predecessors) shall not exceed in the aggregate 16,500,000 (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 10. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Incentive Stock Option Plan (2007) shall not exceed in the aggregate 9,500,000 Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 10. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition,

the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section 7(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries, for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation or a Subsidiary, other than new employees that report directly to the CEO and may, with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(iii) determine and recommend to the Board, for its approval, the grant date of Options;

(iv) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(v) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. PERFORMANCE MEASURES

The CEO shall advise the Chair of the HRC Committee upon the Human Resources, Accounting and Finance Groups and the CEO jointly concurring that the performance measures for an Option grant have been achieved, and the number of Options that have become exercisable as a result.

7. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 8; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. The Option shall vest and become exercisable when:

(i) the Time Vesting Period, if any, established by the HRC Committee for an Option grant has elapsed (the "**Time Vesting Requirements**"); and

(ii) the performance measures in Section 6 have been met or have been deemed to be met (the "**Performance Vesting Requirements**");

provided that the Time Vesting Requirements shall be deemed to be met in respect of any Pro-rated Option. A Participant may exercise vested instalments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on the exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan. The number of unvested Options that shall continue to vest shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period (and for this purpose, the Notice Period shall be counted as active employment) and the denominator of which is the total number of months in the Time Vesting Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro-rated Options shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options and all unvested Options shall be cancelled.

For the purposes of this subsection 8(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unexercised and vested Options held by such Participant at the Participant's date of death shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the date of death of the Participant shall vest and be exercisable on the assumption that the Performance Vesting Requirements have been met. The number of unvested Options that shall vest on the date of the Participant's death shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period and the denominator of which is the total number of months in the Time Vesting Period. Such number of Pro-rated Options shall be fully vested and be exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, the number of Options in a grant of Options shall be prorated based upon the number of full calendar months of active employment of the Participant in the period commencing January 1 of the year in which the Grant Date occurred and ending December 31 of the year prior to the year in which the Time Vesting Period ends (such period, the "**Retirement Proration Period**"). Such number of Pro-rated Options shall be calculated by multiplying total number of Options granted to the Participant by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Retirement Proration Period and the denominator of which is the total number of months in the Retirement Proration Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro-rated Options shall be exercisable until the later of: (i) three years following the date of such Participant's retirement; and (ii) 30 days after the end of the period in which the Performance Vesting Requirements are permitted to be calculated under the grant of the Options; following which all unexercised and vested Options and all unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 8(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that are Corporate Leadership Team members) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control and the performance measures shall be deemed to be met. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of

any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

9. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of the Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b)(6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 7, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

10. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

11. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

12. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its

employees and agents shall bear no liability in connection with the payment of such taxes.

13. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 13.

14. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

15. EFFECTIVE DATE

The Plan shall take effect on January 1, 2007, provided that any Options issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date, the application of the Incentive Stock Option Plan (2002) (the "**Prior Plan**") to performance Options shall be discontinued, except with respect to unexercised performance Options outstanding under the Prior Plan.

EXHIBIT 10.8

ENBRIDGE INC.

PERFORMANCE STOCK OPTION PLAN (2007), as amended and restated (2011) and as further amended (2012 and 2014)

1. PURPOSE

The purpose of the Performance Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the attainment of the Corporation's long-term strategy and share price appreciation;

(b) assist in attracting, retaining, engaging and rewarding senior executives of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation based on achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta

(c) **"Blackout Period"** means a period of time imposed by the Corporation where

Participants holding Options may not trade in securities of the Corporation;(d) "**Board**" means

the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the Securities Act (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the Canada Business Corporations Act;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(i) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(ii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 7(c); (n) **"Grant Price"** has the meaning set forth in Section 7(c);

(o) "**HRC Committee**" means the Human Resources & Compensation Committee of the Board, established and duly authorized to act in accordance with the By- Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) "**Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) **"Notice Period"** means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Performance Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(ii);

(v) "**Plan**" means the Performance Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(w) "**Pro-rated Option**" means a grant of an Option where the number of Shares subject to the Option has been reduced in accordance with Section 8(b), (d) or (e);

(x) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(y) "**Retirement Proration Period**" has the meaning ascribed to that term in Section 8(e).

(z) "**Share**" means a common share in the capital of the Corporation; (aa)

(aa) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(bb) "**Subsidiary"** means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(cc) "**Term**" has the meaning ascribed to that term in Section 7;

(dd) "**Time Vesting Period**" means the aggregate number of months under the option grant that must pass before all vesting criteria based upon the passage of time have been met;

(ee) "**Time Vesting Requirements**" has the meaning ascribed to that term in Section 7(b)(i);

(ff) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(gg) "**United States Incentive Stock Option**" has the meaning set forth in Section 9(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit.

The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement for 100% of the Options to vest and the level below which no Options will vest. The HRC Committee is authorized to approve, for each Option granted under the plan, the terms for vesting any Option granted under
the Plan. The HRC Committee shall also have the authority to approve any amendments to such performance measures and the expected levels of performance.

(c) Subject to Section 13, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 13, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions or any performance measures and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be made in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially reserved to be issued under the Plan and the Incentive Stock Option Plan (2007, as amended and restated in 2011 and as further amended in 2012) (and its predecessors) shall not exceed in the aggregate **52,000,000** (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 10. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Incentive Stock Option Plan (2007, as amended and restated in 2011 and as further amended in 2012) shall not exceed in the aggregate **19,000,000** Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 10. For greater certainty, the threshold set forth above in respect of the Initial Share Reserve has been adjusted to give effect to the Corporation's two (2) for one (1) split of the Shares effective May 25, 2011. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition, the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section
7(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries, for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto.
The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan, the extent and terms of their participation and the performance measures applicable thereto, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation or a Subsidiary, other than new employees that report directly to the CEO and may, with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(iii) determine and recommend to the Board, for its approval, the grant date of Options;

(iv) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(v) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. PERFORMANCE MEASURES

The CEO shall advise the Chair of the HRC Committee upon the Human Resources, Accounting and Finance Groups and the CEO jointly concurring that the performance measures for an Option grant have been achieved, and the number of Options that have become exercisable as a result.

7. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 8; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. The Option shall vest and become exercisable when:

(i) the Time Vesting Period, if any, established by the HRC Committee for an Option grant has elapsed (the "**Time Vesting Requirements**"); and

(ii) the performance measures in Section 6 have been met or have been deemed to be met (the "**Performance Vesting Requirements**");

provided that the Time Vesting Requirements shall be deemed to be met in respect of any Pro-rated Option. A Participant may exercise vested instalments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of

the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on the exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at

the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan. The number of unvested Options that shall continue to vest shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro- rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period (and for this purpose, the Notice Period shall be counted as active employment) and the denominator of which is the total number of months in the Time Vesting Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro-rated
Options shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options and all unvested Options shall be cancelled.

For the purposes of this subsection 8(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unexercised and vested Options held by such Participant at the Participant's date of death shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all unexercised and vested Options shall be cancelled.

A number of unvested Options held by the Participant on the date of death of the Participant shall vest and be exercisable on the assumption that the Performance Vesting Requirements have been met. The number of unvested Options that shall vest on the date of the Participant's death shall be prorated based upon the number of full calendar months of active employment of the Participant in the Time Vesting Period. Such number of Pro-rated Options shall be calculated by multiplying the total number of unvested Options held by the Participant on the last day of employment by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Time Vesting Period and the denominator of which is the total number of months in the Time Vesting Period. Such number of Pro-rated Options shall be fully vested and be exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, the number of Options in a grant of Options shall be prorated based upon the number of full calendar months of active employment of the Participant in the period commencing January 1 of the year in which the Grant Date occurred and ending December 31 of the year prior to the year in which the Time Vesting Period ends (such period, the "**Retirement Proration Period**"). Such number of Pro-rated Options shall be calculated by multiplying total number of Options granted to the Participant by a fraction the numerator of which is the number of full calendar months of active employment of the Participant in the Retirement Proration Period and the denominator of which is the total number of months in the Retirement Proration Period. Subject to the Performance Vesting Requirements being satisfied, such number of Pro- rated Options shall be exercisable until the later of: (i) three years following the date of such Participant's retirement and (ii) 30 days after the end of the period in which the Performance Vesting Requirements are permitted to be calculated under the grant of the Options; provided that if such later date shall occur after the expiry of the Term, such Pro-rated Options shall only be exercisable until the expiry of the Term; following which all unexercised and vested Options and all unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 8(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by
the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that are Corporate Leadership Team members) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than
30 days and not less than five days prior to the date of the Change of Control and the performance measures shall be deemed to be met. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such

conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

9. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of the Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b)(6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 7, exercise periods for United States Incentive Stock Options on the happening of an event described in

Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

10. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

11. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee
or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash
representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

12. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such
taxes.

13. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan; (b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price; (d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 13.

14. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

15. EFFECTIVE DATE

The Plan shall take effect on January 1, 2007, provided that any Options issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date,

the application of the Incentive Stock Option Plan (2002) (the **"Prior Plan")** to performance Options shall be discontinued, except with respect to unexercised performance Options outstanding under the Prior Plan.

EXHIBIT 10.9

ENBRIDGE INC.

PERFORMANCE STOCK UNIT PLAN (2007, revised effective November 2014)

1. PURPOSE

The purpose of the Performance Stock Unit Plan (2007) (the "**Plan**") is to:

(a) align the senior management team of the Corporation with the enhancement of shareholder value by focusing on shareholder value;

(b) assist in attracting, retaining, engaging, and rewarding senior executives of the Corporation; and

(c) provide an opportunity for Participants to earn competitive total compensation based upon achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) "**Board**" means the Board of Directors of the Corporation;

(c) "**CEO**" means the Chief Executive Officer of the Corporation;

(d) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger,

transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(e) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(f) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant at common law, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonuses) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

Notwithstanding the above, for a Participant who is subject only to the employment laws of any state of the United States and not to Canadian employment laws, the term "constructive dismissal" shall not be interpreted under Canadian law, but shall instead mean, an action that constitutes constructive discharge from employment of the Participant without Cause pursuant to the employment law, if any, of the state (including such state's common law) that applies to such Participant. All determinations regarding applicable law, including whether a constructive dismissal has occurred and what state's law applies, shall be made by the Corporation in the exercise of its discretion. If the applicable state's employment laws do not recognize constructive dismissal, then no constructive dismissal of the Participant will be deemed to have occurred.

(g) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(h) "**Director**" means a director of the Corporation;

(i) "**Dividend Reinvestment Plan**" means the Dividend Reinvestment and Share Purchase Plan of the Corporation, as described in the Dividend Reinvestment and Share Purchase Plan Offering Circular of the Corporation dated **January 14, 2000** as amended from time to time, or any successor plan;

(j) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last twenty trading days immediately prior to such day;

(k) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(l) "**HRC Committee**" means the Human Resources and Compensation Committee of the Board, established and duly authorized to act in accordance with the By- Laws of the Corporation;

(m) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(n) "**Maturity Date**" has the meaning given to it in Section 5;

(o) "**Maximum Number**" means the maximum number of Performance Stock Units that may mature with respect to each grant, which maximum number shall not exceed twice the sum of the initial grant plus the dividend equivalent units that are granted during the Term;

(p) **"Maximum Performance Level**" means the level of achievement of the performance measures established pursuant to Section 6(a) which would result in the Maximum Number of Performance Stock Units granted to a Participant to mature;

(q) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the minimum statutory notice period that may be required under applicable employment standards legislation.

(r) "**Participant**" means an individual who becomes a participant of the Plan in accordance with Section 4;

(s) "**Performance Multipliers**" has the meaning set forth in Schedule A;

(t) "**Performance Stock Unit**" means a conditional right to payment which has been granted to a Participant to receive an amount of money determined in accordance with the provisions of this Plan;

(u) "**Plan**" means the Performance Stock Unit Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(v) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or a Subsidiary;

(w) "**Share**" means a common share in the capital of the Corporation;

(x) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power
to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(y) "**Target Performance Level**" means, in respect of a Term, that level of achievement of the performance measures established pursuant to Section 6(a) which would result in exactly 100% of the Performance Stock Units granted to a Participant to mature;

(z) "**Term**" has the meaning given to it in Section 5;

(aa) **"Threshold Performance Level"** means in respect of a Term the level of achievement of the performance measures established pursuant to Section 6(a) which would result in the minimum number of Performance Stock Units granted to a Participant to mature;

(bb) "**Trading Day**" means any day on which the Toronto Stock Exchange is open for trading; and

(cc) **"U.S. Taxpayer"** means an individual whose income is subject to U.S. federal income taxation.

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer

or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The HRC Committee may amend the Plan to correct, remedy or reconcile any errors, inconsistencies or ambiguities in this Plan. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement required for Threshold Performance Level, Target Performance Level and Maximum Performance Level. The HRC Committee shall also have the authority to approve any amendments to such performance measures, the expected levels of performance and the Term; provided that no amendment to the Term of any Performance Stock Unit shall be made which would cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(c) Upon the HRC Committee determining that the achievement of applicable performance measures has been met following the Maturity Date, the HRC Committee shall approve payments under the Plan.

(d) The HRC Committee shall also have the authority to waive any restrictions with respect to participation in the Plan or the maturity of grants under the Plan for any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and does not prejudice the rights of the Participant under the Plan and it does not cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(e) Grants to Participants will be considered each year, unless otherwise determined at the sole discretion of the HRC Committee.

4. PARTICIPATION AND GRANT OF UNITS

(a) The CEO may recommend to the HRC Committee employees of the Corporation or any of its Subsidiaries for participation in the Plan. The HRC Committee shall consider such recommendation and may, in its sole discretion, approve such recommended employees for participation in the Plan (each such person shall be referred to as a "**Participant**").

(b) The CEO shall recommend to the HRC Committee for its approval the number of Performance Stock Units to be granted to each Participant who reports directly to the CEO and the aggregate number of Performance Stock Units to be granted to all other Participants, other than the CEO.

(c) The HRC Committee will determine and recommend to the Board for its approval the number of Performance Stock Units to be granted to the CEO.

(d) All grants made to a Participant shall be made on or before September 30 of the first year of the applicable Term, unless otherwise recommended by the CEO to, and approved by, the HRC Committee.

(e) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(f) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

5. TERM

Except as otherwise provided herein or unless otherwise determined by the HRC Committee, each Performance Stock Unit granted pursuant to the Plan shall have a fixed term (a "**Term**") of not more than three years, commencing on January 1 of the first year of the Term and ending on December 31 of the final year of the Term (the "**Maturity Date**").

6. MATURITY

(a) The number of Performance Stock Units that mature under this Plan shall be dependent upon the achievement of the performance measures applicable thereto established by the CEO and approved by the HRC Committee, a copy of which is attached hereto as Schedule A. Following the completion of a Term, the HRC Committee will review and determine the extent to which the performance measures have been achieved and will approve the number of Performance Stock Units which have matured.

(b) Notwithstanding the foregoing, in no event shall the number of Performance Stock Units that mature in respect of a particular grant exceed the Maximum Number in respect of such grant.

7. PAYMENT

(a) Amount Payable

The amount payable to each Participant shall in respect of a particular grant of Performance Stock Units be the amount determined by multiplying the sum of:

(i) the number of Performance Stock Units held by such Participant on the Maturity Date of such Performance Stock Units, and

(ii) the number of Performance Stock Units that would be credited to such Participant upon the payment of dividends by the Corporation on the Shares, based on the number of additional Shares that a Participant would

have received had the matured Performance Stock Units been treated as Shares under the Dividend Reinvestment Plan during the Term,

by

(iii) the Performance Multiplier; and by

(iv) the Fair Market Value of the Shares as at the Maturity Date.

The amount payable under this section 7(a) will be subject to any proration that shall apply in accordance with Section 9.

(b) Timing of Payment

Unless otherwise provided in this Plan, the amount payable to each Participant pursuant to section 7(a) shall be paid after the approval of the HRC Committee and after the audited financial statements of the Corporation for the year ended on the applicable Maturity Date have been approved by the Board, but, in any event, not later than two and one-half months after the Maturity Date.

(c) Form of Payment

The amount payable to each Participant pursuant to section 7(a), unless otherwise provided in this Plan, shall be paid in cash in the currency of Canada or the United States of America and shall be subject to applicable withholding taxes as required by applicable legislation.

8. SHARE OWNERSHIP GUIDELINES

If the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to utilize any payments made with respect to any Performance Stock Units (net of any amounts deducted pursuant to Section 11) to acquire additional Shares to increase the number of Shares held by the Participant to meet the requirements of such share ownership guidelines.

9. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unpaid and matured Performance Stock Units held by such Participant as at the date of the Participant's termination shall be payable in accordance with Section 7.

All unmatured Performance Stock Units held by such Participant as at the date of the Participant's termination shall be cancelled as of the last day of such Participant's employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Other than For Cause

If the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, all unpaid and matured Performance Stock Units held by such Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by such Participant on the last day of employment shall continue to mature in accordance with the Plan. The number of unmatured Performance Stock Units that shall continue to mature shall be prorated based upon the number of days of active employment of the Participant during the Term to the number of days in the Term (and for this purpose the Notice Period shall be counted as active employment). Such number of Performance Stock Units shall be paid in accordance with Section 7. All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the last day of the Notice Period.

For the purposes of this subsection 9(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all unpaid Performance Stock Units held by such Participant as at the date of termination, whether matured or unmatured, shall be cancelled as of the Participant's last day of employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unpaid and unmatured Performance Stock Units held by the Participant as at the date of death shall be payable in accordance with Section 7.

For the purposes of this subsection 9(d), the Vesting Date for a number of unmatured Performance Stock Units shall be the date of death of the Participant. The number of unmatured Performance Stock Units held by such Participant as at the date of such Participant's death that mature shall be prorated based on the number of days of active employment of the Participant during the applicable

Term to the total number of days in the Term. Such Performance Stock Units shall be paid in accordance with Section 7 within two and one-half months, or as soon as reasonably possible thereafter, following the Participant's death on the assumption that the Target Performance Level is met.

All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the date of death.

Notwithstanding the foregoing, in no case will payment be made later than two and one-half months following the original maturity date.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all unpaid and matured Performance Stock Units held by such Participant as at the date of retirement shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by the Participant as at the date of retirement prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term, shall continue to vest following retirement in accordance with the Plan.

All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the date of retirement.

Notwithstanding the foregoing, should a Participant qualify for retirement under the definition provided within this subsection 9(e), and should the employment of such Participant with the Corporation or a Subsidiary be terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, the provisions of subsection 9(b) will apply.

(f) Disability

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the "disability" of such Participant, all Performance Stock Units held by such Participant as at the date of disability, whether matured or unmatured, as of the last day of such Participant's active employment with the Corporation (or its Subsidiary) prior to such disability shall continue to be treated as if the Participant were actively employed by the Corporation (or its Subsidiary).

For purposes of this subsection, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant commences a parental or another leave approved by the Corporation or a Subsidiary for a period longer than three months, all unpaid and matured Performance Stock Units held by the Participant as at the last day of such Participant's active employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by such Participant as at the commencement of such Participant's leave prorated based on the number of days of active employment of the Participant during the Term to the total number of days in the Term, shall continue to mature in accordance with the Plan during such Participant's Leave. Such number of Performance Stock Units shall be paid in accordance with Section 7.

All other unmatured Performance Stock Units held by the Participant shall be cancelled.

Grants of Performance Stock Units may be made to a Participant while such Participant is on a leave of absence for short term disability, family and medical leave or maternity, paternity, parental or adoption leave, but no grants of Performance Stock Units may be made to a Participant while such Participant is on any other leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Performance Stock Units held by the Participant as at the date of the secondment shall be treated under the Plan; provided that no such Performance Stock Units shall be treated in a manner that would cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(i) Change of Control

In the event of a Change of Control, all unpaid and matured Performance Stock Units held by a Participant as at the date of the Change of Control, where the Maturity Date is December 31 of the year prior to the Change of Control, shall continue to be payable in accordance with their terms, but in any event prior to the date of the Change of Control.

All unmatured Performance Stock Units held by the Participant as at the date of the Change of Control shall mature on the date that is 30 days prior to the date of the Change of Control and based on applicable performance measures achieved from the start of the Term to that date. Each Participant shall have paid to him or her immediately upon the Change of Control occurring, in full satisfaction for any

amounts payable pursuant to Performance Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Performance Stock Units held by such Participant. Monies to make such payment shall be placed in an irrevocable trust prior to the Change of Control.

Notwithstanding the above, with respect to Participants who are US Taxpayers, no payment shall be made and no Performance Stock Unit shall mature under this subsection 8(i) unless such Change of Control also qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Change of Control that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Change of Control.

(j) No Future Grants

Upon the occurrence of any of the foregoing events listed under subsections 9(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Performance Stock Unit grants and, except as set forth herein, shall not be entitled to receive cash payment for the value of any unpaid Performance Stock Units, matured or unmatured, held by the Participant as at the date of occurrence of such event.

10. FUNDING

Except as contemplated in subsection 9(i), for certainty, the Corporation has no obligation during the Term to pay or deposit any money into an account for the benefit of a Participant or to issue from treasury or purchase any Shares or other securities, to or for a Participant.

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the payment of the value of the Performance Stock Units and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes. The Corporation shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments.

12. NO GUARANTEE OF EMPLOYMENT

The existence of the Plan is in no way to be construed as a guarantee of continued employment for any Participant, or of entitlement to any future Plan awards, benefits, or payments.

13. ADJUSTMENTS

(a) In the event that the number of outstanding Shares of the Corporation shall be increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction, and such transaction or event is not a Change in Control, the HRC Committee or the Board may make appropriate adjustment to the number or kind of shares or securities upon which Performance Stock Units are based under the Plan, and as regards to Performance Stock Units previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities upon which the Performance Stock Units are based.

(b) The appropriate adjustments in the number of Performance Stock Units may be made by the Board in its discretion in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as the same may be amended, replaced or substituted from time to time.

14. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "Reorganization"), all Performance Stock Units granted hereunder and outstanding on the date of such Reorganization shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which vesting of or payment on such Performance Stock Units will occur prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, all unmatured Performance Stock Units held by a Participant as at the date of the Reorganization shall vest, based on applicable performance measures achieved from the start of the Term to the date (the "Revised Maturity Date"), as determined by the HRC Committee, that is not less than seven days and not more than 30 days prior to the date of the Reorganization, and each Participant shall have paid to him or her, in full satisfaction for any amounts payable pursuant to Performance Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Performance Stock Units held by such Participant, such payment to be made within 30 days after the Revised Maturity Date determined by the HRC Committee.

Notwithstanding the above, with respect to Participants who are US Taxpayers, no payment shall be made and no Performance Stock Unit shall mature under this Section 14 unless such Reorganization also qualifies as a change in the ownership or effective control

of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Reorganization that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Reorganization.

15. AMENDMENTS, ETC.

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of the Plan in whole or in part. No such revision, suspension, or discontinuance shall alter or impair the rights of a Participant in respect of Performance Stock Units previously granted to such Participant, without the consent of that Participant. In addition, no revision, suspension or discontinuance shall result in adverse taxation under Code Section 409A or cause the Plan to become a "salary deferral arrangement" for the purposes of the Income Tax Act (Canada), unless otherwise determined by the HRC Committee with the consent of the Participant.

16. TRANSFERABILITY

Performance Stock Units are not transferable other than by will or according to the laws of descent and distribution.

17. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

18. CODE SECTION 409A COMPLIANCE

With respect to any Participant who is a U.S. Taxpayer, the Corporation intends that the Plan shall comply with the applicable provisions of Code Section 409A, or an exemption from the application of Code Section 409A, in order to prevent the inclusion in the gross income of such Participant of any amount in a taxable year that is prior to the taxable year in which such amount would otherwise be paid or made available to such Participant under the terms of the Plan. The Plan shall be construed, interpreted and administered in a manner consistent with such intent. In furtherance of this intent, to the extent that any term of the Plan is ambiguous, such term shall be interpreted to comply with Code Section 409A, or an exemption from the application of Code Section 409A, as determined by the Corporation. In no event may any participant who is a U.S. Taxpayer designate, directly or indirectly, the calendar year of any payment to be made under the Plan.

19. INCENTIVE COMPENSATION CLAWBACK POLICY

Where applicable, payments made to Participants under this Plan will be governed by the terms of the Corporation's Incentive Compensation Clawback Policy.

20. EFFECTIVE DATE

The Plan shall take effect on January 1, 2007.

EXHIBIT 10.10

ENBRIDGE INC.

PERFORMANCE STOCK UNIT PLAN (2007), as revised

1. PURPOSE

The purpose of the Performance Stock Unit Plan (2007) (the "**Plan**") is to:

(a) align the senior management team of the Corporation with the enhancement of shareholder value by focusing on shareholder value;

(b) assist in attracting, retaining, engaging, and rewarding senior executives of the Corporation; and

(c) provide an opportunity for Participants to earn competitive total compensation based upon achieving the performance goals set out in this Plan.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) "**Board**" means the Board of Directors of the Corporation;

(c) "**CEO**" means the Chief Executive Officer of the Corporation;

(d) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such

shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be

conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(e) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(f) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant at common law, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonuses) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

Notwithstanding the above, for a Participant who is subject only to the employment laws of any state of the United States and not to Canadian employment laws, the term "constructive dismissal" shall not be interpreted under Canadian law, but shall instead mean, an action that constitutes constructive discharge from employment of the Participant without Cause pursuant to the employment law, if any, of the state (including such state's common law) that applies to such Participant. All determinations regarding applicable law, including whether a constructive dismissal has occurred and what state's law applies, shall be made by the Corporation in the exercise of its discretion. If the applicable state's employment laws do not recognize constructive dismissal, then no constructive dismissal of the Participant will be deemed to have occurred.

(g) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(h) "**Director**" means a director of the Corporation;

(i) "**Dividend Reinvestment Plan**" means the Dividend Reinvestment and Share Purchase Plan of the Corporation, as described in the Dividend Reinvestment and Share Purchase Plan Offering Circular of the Corporation dated **January 14, 2000** as amended from time to time, or any successor plan;

(j) "**Double Trigger Date**" has the meaning given to it in subsection 9(i).

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New

York Stock Exchange, for the last twenty trading days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**HRC Committee**" means the Human Resources and Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(n) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(o) "**Maturity Date**" has the meaning given to it in Section 5 and subsection 9(d);

(p) "**Maximum Number**" means the maximum number of Performance Stock Units that may mature with respect to each grant, which maximum number shall not exceed twice the sum of the initial grant plus the dividend equivalent units that are granted during the Term;

(q) **"Maximum Performance Level**" means the level of achievement of the performance measures established pursuant to Section 6(a) which would result in the Maximum Number of Performance Stock Units granted to a Participant to mature;

(r) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the minimum statutory notice period that may be required under applicable employment standards legislation.

(s) "**Participant**" means an individual who becomes a participant of the Plan in accordance with Section 4;

(t) "**Performance Multipliers**" has the meaning set forth in Schedule A;

(u) "**Performance Stock Unit**" means a conditional right to payment which has been granted to a Participant to receive an amount of money determined in accordance with the provisions of this Plan;

(v) "**Plan**" means the Performance Stock Unit Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(w) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or a Subsidiary;

(x) "**Share**" means a common share in the capital of the Corporation;

(y) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(z) "**Target Performance Level**" means, in respect of a Term, that level of achievement of the performance measures established pursuant to Section 6(a) which would result in exactly 100% of the Performance Stock Units granted to a Participant to mature;

(aa) "**Term**" has the meaning given to it in Section 5;

(bb) **"Threshold Performance Level"** means in respect of a Term the level of achievement of the performance measures established pursuant to Section 6(a) which would result in the minimum number of Performance Stock Units granted to a Participant to mature;

(cc) "**Trading Day**" means any day on which the Toronto Stock Exchange is open for trading; and

(dd) **"U.S. Taxpayer"** means an individual whose income is subject to U.S. federal income taxation.

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The HRC Committee may amend the Plan to correct, remedy or reconcile any errors, inconsistencies or ambiguities in this Plan. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) Prior to the CEO requesting any grants under the Plan, the CEO will recommend to the HRC Committee for its approval the performance measures and the levels of achievement required for Threshold Performance Level, Target Performance Level and Maximum Performance Level. The HRC Committee shall also have the authority to approve any amendments to such performance measures, the expected levels of performance and the Term; provided that no amendment to the Term of any Performance Stock Unit shall be made which would cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(c) Upon the HRC Committee determining that the achievement of applicable performance measures has been met following the Maturity Date, the HRC Committee shall approve payments under the Plan.

(d) The HRC Committee shall also have the authority to waive any restrictions with respect to participation in the Plan or the maturity of grants under the Plan for any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and does not prejudice the rights of the Participant under the Plan and it does not cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(e) Grants to Participants will be considered each year, unless otherwise determined at the sole discretion of the HRC Committee.

4. PARTICIPATION AND GRANT OF UNITS

(a) The CEO may recommend to the HRC Committee employees of the Corporation or any of its Subsidiaries for participation in the Plan. The HRC Committee shall consider such recommendation and may, in its sole discretion, approve such recommended employees for participation in the Plan (each such person shall be referred to as a "**Participant**").

(b) The CEO shall recommend to the HRC Committee for its approval the number of Performance Stock Units to be granted to each Participant who reports directly to the CEO and the aggregate number of Performance Stock Units to be granted to all other Participants, other than the CEO.

(c) The HRC Committee will determine and recommend to the Board for its approval the number of Performance Stock Units to be granted to the CEO.

(d) All grants made to a Participant shall be made on or before September 30 of the first year of the applicable Term, unless otherwise recommended by the CEO to, and approved by, the HRC Committee.

(e) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(f) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

5. TERM

Except as otherwise provided herein or unless otherwise determined by the HRC Committee, each Performance Stock Unit granted pursuant to the Plan shall have a fixed term (a "**Term**") of not more than three years, commencing on January 1 of the first year of the Term and ending on December 31 of the final year of the Term (the "**Maturity Date**").

6. MATURITY

(a) The number of Performance Stock Units that mature under this Plan shall be dependent upon the achievement of the performance measures applicable thereto established by the CEO and approved by the HRC Committee, a copy of which is attached hereto as Schedule A. Following the completion of a Term, the HRC Committee will review and determine the extent to which the performance measures have been achieved and will approve the number of Performance Stock Units which have matured.

(b) Notwithstanding the foregoing, in no event shall the number of Performance Stock Units that mature in respect of a particular grant exceed the Maximum Number in respect of such grant.

7. PAYMENT

(a) Amount Payable

The amount payable to each Participant shall in respect of a particular grant of Performance Stock Units be the amount determined by multiplying the sum of:

(i) the number of Performance Stock Units held by such Participant on the Maturity Date of such Performance Stock Units, and

(ii) the number of Performance Stock Units that would be credited to such Participant upon the payment of dividends by the Corporation on the Shares, based on the number of additional Shares that a Participant would have received had the matured Performance Stock Units been treated as Shares under the Dividend Reinvestment Plan during the Term,

by

(iii) the Performance Multiplier; and by

(iv) the Fair Market Value of the Shares as at the Maturity Date.

The amount payable under this section 7(a) will be subject to any proration that shall apply in accordance with Section 9.

(b) Timing of Payment

Unless otherwise provided in this Plan, the amount payable to each Participant pursuant to section 7(a) shall be paid after the approval of the HRC Committee and after the audited financial statements of the Corporation for the year ended on the applicable Maturity Date have been approved by the Board, but, in any event, not later than two and one-half months after the Maturity Date.

(c) Form of Payment

The amount payable to each Participant pursuant to section 7(a), unless otherwise provided in this Plan, shall be paid in cash in the currency of Canada or the

United States of America and shall be subject to applicable withholding taxes as required by applicable legislation.

8. SHARE OWNERSHIP GUIDELINES

If the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to utilize any payments made with respect to any Performance Stock Units (net of any amounts deducted pursuant to Section 11) to acquire additional Shares to increase the number of Shares held by the Participant to meet the requirements of such share ownership guidelines.

9. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unpaid and matured Performance Stock Units held by such Participant as at the date of the Participant's termination shall be payable in accordance with Section 7.

All unmatured Performance Stock Units held by such Participant as at the date of the Participant's termination shall be cancelled as of the last day of such Participant's employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Other than For Cause

If the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, all unpaid and matured Performance Stock Units held by such Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by such Participant on the last day of employment shall continue to mature in accordance with the Plan. The number of unmatured Performance Stock Units that shall continue to mature shall be prorated based upon the number of days of active employment of the Participant during the Term to the number of days in the Term (and for this purpose the Notice Period shall be counted as active employment). Such number of Performance Stock Units shall be paid in accordance with Section 7. All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the last day of the Notice Period.

For the purposes of this subsection 9(b): (i) if a Participant's employment terminates due to the constructive dismissal of the Participant; or (ii) if a

Participant ceases to be employed by a Subsidiary because such Participant's employer ceases to be a Subsidiary; then each such termination or cessation of being employed by a Subsidiary shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all unpaid Performance Stock Units held by such Participant as at the date of termination, whether matured or unmatured, shall be cancelled as of the Participant's last day of employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unpaid and matured Performance Stock Units held by the Participant as at the date of death shall be payable in accordance with Section 7.

For the purposes of this subsection 9(d), the Maturity Date for a number of unmatured Performance Stock Units shall be the date of death of the Participant. The number of unmatured Performance Stock Units held by such Participant as at the date of such Participant's death that mature shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term. Such Performance Stock Units shall be paid in accordance with Section 7 within two and one-half months, or as soon as reasonably possible thereafter, following the Participant's death on the assumption that the Target Performance Level is met.

All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the date of death.

Notwithstanding the foregoing, in no case will payment be made later than two and one-half months following the original Maturity Date.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all unpaid and matured Performance Stock Units held by such Participant as at the date of retirement shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by the Participant as at the date of retirement prorated based on the number of days of active employment of

the Participant during the applicable Term to the total number of days in the Term, shall continue to vest following retirement in accordance with the Plan.

All other unmatured Performance Stock Units held by such Participant shall be cancelled as at the date of retirement.

Notwithstanding the foregoing, should a Participant qualify for retirement under the definition provided within this subsection 9(e), and should the employment of such Participant with the Corporation or a Subsidiary be terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, the provisions of subsection 9(b) will apply.

(f) Disability

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the "disability" of such Participant, all Performance Stock Units held by such Participant as at the date of disability, whether matured or unmatured, as of the last day of such Participant's active employment with the Corporation (or its Subsidiary) prior to such disability shall continue to be treated as if the Participant were actively employed by the Corporation (or its Subsidiary).

For purposes of this subsection, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant commences a parental or another leave approved by the Corporation or a Subsidiary for a period longer than three months, all unpaid and matured Performance Stock Units held by the Participant as at the last day of such Participant's active employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Performance Stock Units held by such Participant as at the commencement of such Participant's leave prorated based on the number of days of active employment of the Participant during the Term to the total number of days in the Term, shall continue to mature in accordance with the Plan during such Participant's Leave. Such number of Performance Stock Units shall be paid in accordance with Section 7.

All other unmatured Performance Stock Units held by the Participant shall be cancelled.

Grants of Performance Stock Units may be made to a Participant while such Participant is on a leave of absence for short term disability, family and medical

leave or maternity, paternity, parental or adoption leave, but no grants of Performance Stock Units may be made to a Participant while such Participant is on any other leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Performance Stock Units held by the Participant as at the date of the secondment shall be treated under the Plan; provided that no such Performance Stock Units shall be treated in a manner that would cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(i) Double Trigger Change of Control

With respect to any Performance Stock Units held by a Participant as at February 15, 2017, the "Change of Control" provisions of subsection 9(i) of the Performance Stock Unit Plan (2007, as revised effective November 2014) shall continue to apply.

With respect to any Performance Stock Units granted to a Participant on or after February 16, 2017, if the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) other than For Cause (including if a Participant's employment terminates due to the constructive dismissal of the Participant) within 2 years after the Change of Control, such Participant's date of termination of employment being the "Double Trigger Date", then the following provisions of this subsection 9(i) shall apply.

All unpaid and matured Performance Stock Units held by a Participant as at the Double Trigger Date, where the Maturity Date is December 31 of the year prior to the Double Trigger Date, shall continue to be payable in accordance with their terms.

All unmatured Performance Stock Units held by the Participant as at the Double Trigger Date shall mature on the Double Trigger Date and based on applicable performance measures achieved from the start of the Term to the date of Change of Control. Each Participant shall have paid to him or her within 75 days following the Double Trigger Date, in full satisfaction for any amounts payable pursuant to Performance Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Performance Stock Units held by such Participant.

Notwithstanding the above, with respect to Participants who are U.S. Taxpayers, no payment shall be made and no Performance Stock Unit shall mature under this subsection 9(i) unless the termination of the Participant's employment constitutes

a "separation from service" as defined under Code Section 409A. Furthermore, with respect to Participants who are U.S. Taxpayers, any amount payable pursuant to this subsection 9(i) shall be paid within thirty (30) days after the date that is six (6) months following the Double Trigger Date.

(j) No Future Grants

Upon the occurrence of any of the foregoing events listed under subsections 9(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Performance Stock Unit grants and, except as set forth herein, shall not be entitled to receive cash payment for the value of any unpaid Performance Stock Units, matured or unmatured, held by the Participant as at the date of occurrence of such event.

10. FUNDING

Except as contemplated in subsection 9(i), for certainty, the Corporation has no obligation during the Term to pay or deposit any money into an account for the benefit of a Participant or to issue from treasury or purchase any Shares or other securities, to or for a Participant.

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the payment of the value of the Performance Stock Units and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes. The Corporation shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments.

12. NO GUARANTEE OF EMPLOYMENT

The existence of the Plan is in no way to be construed as a guarantee of continued employment for any Participant, or of entitlement to any future Plan awards, benefits, or payments.

13. ADJUSTMENTS

(a) In the event that the number of outstanding Shares of the Corporation shall be increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction, and such transaction or event is not a Change in Control, the HRC Committee or the Board may make appropriate adjustment to the number or kind of shares or securities

upon which Performance Stock Units are based under the Plan, and as regards to Performance Stock Units previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities upon which the Performance Stock Units are based.

(b) The appropriate adjustments in the number of Performance Stock Units may be made by the Board in its discretion in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as the same may be amended, replaced or substituted from time to time.

14. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Performance Stock Units granted hereunder and outstanding on the date of such Reorganization shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which vesting of or payment on such Performance Stock Units will occur prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, all unmatured Performance Stock Units held by a Participant as at the date of the Reorganization shall vest, based on applicable performance measures achieved from the start of the Term to the date (the "**Revised Maturity Date**"), as determined by the HRC Committee, that is not less than seven days and not more than 30 days prior to the date of the Reorganization, and each Participant shall have paid to him or her, in full satisfaction for any amounts payable pursuant to Performance Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Performance Stock Units held by such Participant, such payment to be made within 30 days after the Revised Maturity Date determined by the HRC Committee.

Notwithstanding the above, with respect to Participants who are US Taxpayers, no payment shall be made and no Performance Stock Unit shall mature under this Section 14 unless such Reorganization also qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Reorganization that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Reorganization.

15. AMENDMENTS, ETC.

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of the Plan in whole or in part. No such revision, suspension, or discontinuance shall alter or impair the rights of a Participant in respect of Performance Stock Units previously granted to such Participant, without the consent of that Participant. In addition, no revision, suspension or discontinuance shall result in adverse taxation under Code Section 409A or cause the Plan to become a "salary deferral arrangement" for the purposes of the Income Tax Act (Canada), unless otherwise determined by the HRC Committee with the consent of the Participant.

16. TRANSFERABILITY

Performance Stock Units are not transferable other than by will or according to the laws of descent and distribution.

17. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

18. CODE SECTION 409A COMPLIANCE

With respect to any Participant who is a U.S. Taxpayer, the Corporation intends that the Plan shall comply with the applicable provisions of Code Section 409A, or an exemption from the application of Code Section 409A, in order to prevent the inclusion in the gross income of such Participant of any amount in a taxable year that is prior to the taxable year in which such amount would otherwise be paid or made available to such Participant under the terms of the Plan. The Plan shall be construed, interpreted and administered in a manner consistent with such intent. In furtherance of this intent, to the extent that any term of the Plan is ambiguous, such term shall be interpreted to comply with Code Section 409A, or an exemption from the application of Code Section 409A, as determined by the Corporation. In no event may any participant who is a U.S. Taxpayer designate, directly or indirectly, the calendar year of any payment to be made under the Plan.

19. INCENTIVE COMPENSATION CLAWBACK POLICY

Where applicable, payments made to Participants under this Plan will be governed by the terms of the Corporation's Incentive Compensation Clawback Policy.

20. EFFECTIVE DATE

The Plan was originally effective on January 1, 2007, and is amended and restated under the form of this Plan document to be effective as of February 16, 2017.

EXHIBIT 10.11

ENBRIDGE INC.

RESTRICTED STOCK UNIT PLAN (2006), as revised

1. PURPOSE

The purpose of the Restricted Stock Unit Plan (2006) (the "**Plan**") is to:

(a) assist in attracting, retaining, engaging, and rewarding Participants of the Corporation; and

(b) provide an opportunity for Participants to earn competitive total compensation.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) "**Board**" means the Board of Directors of the Corporation;

(c) "**CEO**" means the Chief Executive Officer of the Corporation;

(d) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion

thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan.

(e) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(f) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant at common law, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonuses) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

Notwithstanding the above, for a Participant who is subject only to the employment laws of any state of the United States and not to Canadian employment laws, the term "constructive dismissal" shall not be interpreted under Canadian law, but shall instead mean, an action that constitutes constructive discharge from employment of the Participant without Cause pursuant to the employment law, if any, of the state (including such state's common law) that applies to such Participant. All determinations regarding applicable law, including whether a constructive dismissal has occurred and what state's law applies, shall be made by the Corporation in the exercise of its discretion. If the applicable state's employment laws do not recognize constructive dismissal, then no constructive dismissal of the Participant will be deemed to have occurred.

(g) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(h) "**Director**" means a director of the Corporation;

(i) "**Dividend Reinvestment Plan**" means the Dividend Reinvestment and Share Purchase Plan of the Corporation, as described in the Dividend Reinvestment and Share Purchase Plan Offering Circular of the Corporation dated **January 14, 2000** as amended from time to time, or any successor plan;

(j) "**Double Trigger Date**" has the meaning given to it in subsection 8(i);

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last twenty trading days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**HRC Committee**" means the Human Resources and Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(n) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(o) **"Maturity Date"** has the meaning given to it in Section 5 and subsection 8(d);

(p) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the minimum statutory notice period that may be required under applicable employment standards legislation.

(q) "**Participant**" means an individual who becomes a participant of the Plan in accordance with Section 4;

(r) "**Plan**" means the Restricted Stock Unit Plan (2006) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(s) "**Restricted Stock Unit**" means a conditional right to payment which has been granted to a Participant to receive an amount of money determined in accordance with the provisions of this Plan;

(t) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or a Subsidiary;

(u) "**Share**" means a common share in the capital of the Corporation;

(v) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(w) "**Term**" has the meaning given to it in Section 5;

(x) "**Trading Day**" means any day on which the Toronto Stock Exchange is open for trading; and

(y) **"U.S. Taxpayer"** means an individual whose income is subject to U.S. federal income taxation.

3. GOVERNANCE

(a) The HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The HRC Committee may amend the Plan to correct, remedy or reconcile any errors, inconsistencies or ambiguities in this Plan. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee shall have the authority to approve, for each Restricted Stock Unit granted under the Plan, the Term of each Restricted Stock Unit granted. The

HRC Committee shall also have the authority to approve any amendments to the Term; provided that to the extent that a Restricted Stock Unit is subject to Code Section 409A, no amendment to the Term of such Restricted Stock Unit shall be made where the amendment provides for the deferral of compensation in a manner that does not comply with Code Section 409A unless otherwise determined by the HRC Committee with the consent of the Participant.

(c) The HRC Committee shall also have the authority to waive any restrictions with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and does not prejudice the rights of the Participant under the Plan or cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(d) Grants to Participants will be considered each year, unless otherwise determined in the sole discretion of the HRC Committee.

4. PARTICIPATION AND GRANT OF UNITS

(a) The CEO may recommend to the HRC Committee employees of the Corporation or any of its Subsidiaries for participation in the Plan. The HRC Committee shall consider such recommendation and may, in its sole discretion, approve such recommended employees for participation in the Plan (each such person shall be referred to as a "**Participant**").

(b) The CEO shall recommend to the HRC Committee for its approval the number of Restricted Stock Units to be granted in aggregate.

(c) All grants made to a Participant shall be made on or before September 30 of the first year of the applicable Term, unless otherwise recommended by the CEO to, and approved by, the HRC Committee.

(d) The CEO may issue inducement grants of Restricted Stock Units to any new employee of the Corporation or a Subsidiary and grants of Restricted Stock Units to employees of the Corporation or a Subsidiary that are Participants who are promoted within the first nine months of a fiscal year, or in other unique circumstances as needed and such grants may be made without approval of the HRC Committee. Such grants will be reported to the HRC Committee by the CEO at its next meeting following the date of grant.

(e) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(f) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation

or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

5. TERM

Except as otherwise provided herein or unless otherwise determined by the HRC Committee, each Restricted Stock Unit granted pursuant to the Plan shall have a fixed term (a "**Term**") of not more than 35 months, commencing on January 1 of the first year of the Term and ending on December 1 of the final year of the Term (the "**Maturity Date**").

6. MATURITY

Restricted Stock Units issued under this Plan shall mature on the Maturity Date.

7. PAYMENT

(a) Amount Payable

The amount payable to each Participant shall in respect of a particular grant of Restricted Stock Units be the amount determined by multiplying the sum of:

(i) the number of Restricted Stock Units held by such Participant that matured on the Maturity Date of such Restricted Stock Units, and

(ii) the number of Restricted Stock Units that would be credited to such Participant upon the payment of dividends by the Corporation on the Shares, based on the number of additional Shares that a Participant would have received had the matured Restricted Stock Units been treated as Shares under the Dividend Reinvestment Plan during the Term,

by

(iii) the Fair Market Value of the Shares as at the Maturity Date.

The amount payable under this section 7(a) will be subject to any proration that shall apply in accordance with Section 8.

(b) Timing of Payment

Unless otherwise provided in this Plan, the amount payable to each Participant pursuant to section 7(a) shall be paid by December 31 of the same year as the Maturity Date.

(c) Form of Payment

The amount payable to each Participant pursuant to Section 7(a), unless otherwise provided in this Plan, shall be paid in cash in the currency of Canada or the United

States of America and shall be subject to applicable withholding taxes as required by applicable legislation.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unpaid and matured Restricted Stock Units held by such Participant as at the date of the Participant's termination shall be payable in accordance with Section 7.

All unmatured Restricted Stock Units held by such Participant as at the date of the Participant's termination shall be cancelled as of the last day of such Participant's employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Other than For Cause

If the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, all unpaid and matured Restricted Stock Units held by such Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Restricted Stock Units held by such Participant on the last day of employment shall continue to mature in accordance with the Plan. The number of unmatured Restricted Stock Units that shall continue to mature during the Notice Period shall be prorated based upon the number of days of active employment of the Participant during the Term to the number of days in the Term (and for this purpose the Notice Period shall be counted as active employment). Such number of Restricted Stock Units shall be paid in accordance with Section 7.

All other unmatured Restricted Stock Units held by such Participant shall be cancelled as at the last day of the Notice Period.

For the purposes of this subsection 8(b): (i) if a Participant's employment terminates due to the constructive dismissal of the Participant; or (ii) if a Participant ceases to be employed by a Subsidiary because such Participant's employer ceases to be a Subsidiary; then each such termination or cessation of being employed by a Subsidiary shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all unpaid Restricted Stock Units held by such Participant as at the date of termination, whether matured or unmatured, shall be cancelled as of the Participant's last day of employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unpaid and matured Restricted Stock Units held by the Participant as at the date of death shall be payable in accordance with Section 7.

For the purposes of this subsection 8(d), the Maturity Date for a number of unmatured Restricted Stock Units shall be the date of death of the Participant. The number of unmatured Restricted Stock Units held by such Participant as at the date of such Participant's death that mature shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term. Such Restricted Stock Units shall be paid in accordance with Section 7 within two and one-half months, or as soon as reasonably possible thereafter, following the Participant's death.

All other unmatured Restricted Stock Units held by such Participant shall be cancelled as at the date of death.

Notwithstanding the foregoing, in no case will payment be made later than December 31 of the year of the original Maturity Date.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all unpaid and matured Restricted Stock Units held by such Participant as at the date of retirement shall be payable in accordance with Section 7.

A number of unmatured Restricted Stock Units held by the Participant as at the date of retirement prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term, shall continue to mature following retirement in accordance with the Plan.

All other unmatured Restricted Stock Units held by such Participant shall be cancelled as at the date of retirement.

Notwithstanding the foregoing, should a Participant qualify for retirement under the definition provided within this subsection 8(e), and should the employment of such Participant with the Corporation or a Subsidiary be terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, the provisions of subsection 8(b) will apply.

(f) Disability

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the "disability" of such Participant, all Restricted Stock Units held by such Participant as at the date of disability, whether matured or unmatured, as of the last day of such Participant's active employment with the Corporation (or its Subsidiary) prior to such disability shall continue to be treated as if the Participant were actively employed by the Corporation (or its Subsidiary).

For purposes of this subsection, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant commences a parental or another leave approved by the Corporation or a Subsidiary for a period longer than three months, all unpaid and matured Restricted Stock Units held by the Participant as at the last day of such Participant's active employment with the Corporation (or its Subsidiary) shall be payable in accordance with Section 7.

A number of unmatured Restricted Stock Units held by such Participant as at the commencement of such Participant's leave prorated based on the number of days of active employment of the Participant during the Term to the total number of days in the Term, shall continue to mature in accordance with the Plan during such Participant's Leave. Such number of Restricted Stock Units shall be paid in accordance with Section 7.

All other unmatured Restricted Stock Units held by the Participant shall be cancelled.

Grants of Restricted Stock Units may be made to a Participant while such Participant is on a leave of absence for short term disability, family & medical leave or maternity, paternity, parental or adoption leave, but no grants of Restricted Stock Units may be made to a Participant while such Participant is on any other leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the CEO shall determine the manner in which all Restricted Stock Units held by the Participant as at the date of the secondment shall be treated under the Plan; provided that no such Restricted Stock Units shall be treated in a manner that could cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(i) Double Trigger Change of Control

With respect to any Restricted Stock Units held by a Participant as at February 15, 2017, the "Change of Control" provisions of subsection 8(i) of the Restricted Stock Unit Plan (2006, as revised effective November 2014) shall continue to apply.

With respect to any Restricted Stock Units granted to a Participant on or after February 16, 2017, if the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) other than For Cause (including if a Participant's employment terminates due to the constructive dismissal of the Participant) within 2 years after the Change of Control, such Participant's date of termination of employment being the "Double Trigger Date", then the following provisions of this subsection 8(i) shall apply.

All unpaid and matured Restricted Stock Units held by a Participant as at the Double Trigger Date, where the Maturity Date is December 1 of the year prior to the Double Trigger Date, shall continue to be payable in accordance with their terms.

All unmatured Restricted Stock Units held by the Participant as at the Double Trigger Date shall mature on the Double Trigger Date. Each Participant shall have paid to him or her within 75 days of the Double Trigger Date occurring, in full satisfaction for any amounts payable pursuant to Restricted Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Restricted Stock Units held by such Participant.

Notwithstanding the above, with respect to Participants who are U.S. Taxpayers, no payment shall be made and no Restricted Stock Unit shall mature under this subsection 8(i) unless the termination of the Participant's employment constitutes a "separation from service" as defined under Code Section 409A. Furthermore, with respect to Participants who are U.S. Taxpayers, any amount payable pursuant to this subsection 8(i) shall be paid within thirty (30) days after the date that is six (6) months following the Double Trigger Date.

(j) No Future Grants

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Restricted Stock Unit grants and, except as set forth herein, shall not be entitled to receive cash payment for the value of any unpaid Restricted Stock Units, matured or unmatured, held by the Participant as at the date of occurrence of such event.

9. FUNDING

Except as contemplated in subsection 8(i), for certainty, the Corporation has no obligation during the Term to pay or deposit any money into an account for the benefit of a Participant or to issue from treasury or purchase any Shares or other securities, to or for a Participant.

10. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the payment of the value of the Restricted Stock Units and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes. The Corporation shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments.

11. NO GUARANTEE OF EMPLOYMENT

The existence of the Plan is in no way to be construed as a guarantee of continued employment for any Participant, or of entitlement to any future Plan awards, benefits, or payments.

12. ADJUSTMENTS

(a) In the event that the outstanding Shares of the Corporation shall be increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction, and such transaction or event is not a Change in Control, the HRC Committee or the Board may make appropriate adjustment to the number or kind of shares or securities upon which Restricted Stock Units are based under the Plan, and as regards to Restricted Stock Units previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities upon which the Restricted Stock Units are based.

(b) The appropriate adjustments in the number of Restricted Stock Units may be made by the Board in its discretion in order to give effect to the adjustments in the number

of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as the same may be amended, replaced or substituted from time to time.

13. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "Reorganization"), all Restricted Stock Units granted hereunder and outstanding on the date of such Reorganization shall be assumed by the surviving or continuing corporation or entity, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which maturing of or payment on such Restricted Stock Units will occur prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, all unmatured Restricted Stock Units held by a Participant as at the date of the Reorganization shall mature on a date (the "Revised Maturity Date"), as determined by the HRC Committee, that is not less than seven days and not more than 30 days prior to the date of the Reorganization, and each Participant shall have paid to him or her, in full satisfaction for any amounts payable pursuant to Restricted Stock Units under the Plan, an amount calculated pursuant to Section 7 in respect of all matured Restricted Stock Units held by such Participant, such payment to be made within 30 days after the Revised Maturity Date determined by the HRC Committee.

Notwithstanding the above, with respect to Participants who are US Taxpayers, no payment shall be made and no vesting of any Restricted Stock Unit shall accelerate under this Section 13 unless such Reorganization also qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Reorganization that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Reorganization.

14. AMENDMENTS, ETC.

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of the Plan in whole or in part. No such revision, suspension, or discontinuance shall alter or impair the rights of a Participant in respect of matured Restricted Stock Units of such Participant, without the consent of that Participant. In

addition, no such revision, suspension or discontinuance shall result in adverse taxation under Code Section 409A or cause the Plan to become a "salary deferral arrangement" for the purposes of the Income Tax Act (Canada), unless otherwise determined by the HRC Committee with the consent of the Participant.

15. TRANSFERABILITY

Restricted Stock Units are not transferable other than by will or according to the laws of descent and distribution.

16. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

17. CODE SECTION 409A COMPLIANCE

With respect to any Participant who is a U.S. Taxpayer, the Corporation intends that the Plan shall comply with the applicable provisions of Code Section 409A, or an exemption from the application of Code Section 409A, in order to prevent the inclusion in the gross income of such Participant of any amount in a taxable year that is prior to the taxable year in which such amount would otherwise be paid or made available to such Participant under the terms of the Plan. The Plan shall be construed, interpreted and administered in a manner consistent with such intent. In furtherance of this intent, to the extent that any term of the Plan is ambiguous, such term shall be interpreted to comply with Code Section 409A, or an exemption from the application of Code Section 409A, as determined by the Corporation. In no event may any participant who is a U.S. Taxpayer designate, directly or indirectly, the calendar year of any payment to be made under the Plan.

18. INCENTIVE COMPENSATION CLAWBACK POLICY

Where applicable, payments made to Participants under this Plan will be governed by the terms of the Corporation's Incentive Compensation Clawback Policy.

19. EFFECTIVE DATE

The Plan was originally effective on September 1, 2006, and is amended and restated under the form of this Plan document to be effective as of February 16, 2017.

EXHIBIT 10.12

ENBRIDGE INC.

INCENTIVE STOCK OPTION PLAN (2007), as revised

1. PURPOSE

The purpose of the Incentive Stock Option Plan (2007) (the "**Plan**") is to:

(a) focus Participants on the share price appreciation in alignment with the long-term focus of the Corporation;

(b) assist in attracting, retaining, engaging and rewarding Participants, including officers, of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) **"affiliate"** has the meaning ascribed to that term in the Securities Act (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the Securities Act (Alberta);

(c) **"Blackout Period"** means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) **"Board"** means the Board of Directors of the Corporation;

(e) **"CEO"** means the Chief Executive Officer of the Corporation;

(f) **"Change of Control"** means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such

change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board; provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the

Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 6(c); (n) "Grant Price" has the meaning set forth in Section 6(c);

(o) "**HRC Committee**" means the Human Resources & Compensation Committee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) "**Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) "**Option**" means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Plan**" means the Incentive Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(v) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(w) "**Share**" means a common share in the capital of the Corporation;

(x) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(y) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(z) "**Term**" has the meaning ascribed to that term in Section 6;

(aa) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(bb) "**United States Incentive Stock Option**" has the meaning set forth in Section 8(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee is also authorized to approve, for each Option granted under the Plan, the terms for vesting any Option granted under the Plan.

(c) Subject to Section 12, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 12, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions, and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be considered each year, unless otherwise determined in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007) shall not exceed in the aggregate 16,500,000 Shares (the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 9. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve shall be subject to the approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries for participation in the Plan and the extent and terms of their participation. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan and the extent and terms of their participation, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation, or a Subsidiary other than new employees that report directly to the

CEO and may with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(i) determine and recommend to the Board, for its approval, the grant date of Options;

(ii) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(iii) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 7; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. A Participant may exercise vested

installments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for the Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by such Fair Market Value of the Shares. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

7. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which any vested and unexercised Options shall be cancelled.

All unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan and shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

For the purposes of this subsection 7(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unvested Options held by such Participant shall vest on the date of such Participant's death. All outstanding Options held by such Participant as at the date of termination of the Participant shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which any unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all Options (vested and unvested) held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall continue in accordance with the Plan, including vesting as provided in the Plan; provided that Options may only be exercised until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options and unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during

such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 7(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 7(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

8. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b)(6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 8, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

9. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995

between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

10. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committeeor the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

12. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan; (b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution.

13. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

14. EFFECTIVE DATE

The Plan shall be effective as of January 1, 2007, provided that any Option issued under this Plan may not be exercised until this Plan has been approved by the Shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange (and where applicable, the rules of other stock exchanges on which the Shares may be listed and posted for trading). On the effective date, the Incentive Stock Option Plan (2002) (the "**Prior Plan**") shall be discontinued, except with respect to unexercised Options outstanding under the Prior Plan.

EXHIBIT 10.13

ENBRIDGE INC.

INCENTIVE STOCK OPTION PLAN (2007), as amended and restated (2011)

1. PURPOSE

The purpose of the Incentive Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the share price appreciation in alignment with the long-term focus of the Corporation;

(b) assist in attracting, retaining, engaging and rewarding Participants, including officers, of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) "**Blackout Period**" means a period of time imposed by the Corporation where

Participants holding Options may not trade in securities of the Corporation

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such

person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board; provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in

the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity

thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 6(c);

(n) "**Grant Price**" has the meaning set forth in Section 6(c);

(o) "**HRC Committee**" means the Human Resources & CompensationCommittee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) **Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Plan**" means the Incentive Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(v) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(w) "**Share**" means a common share in the capital of the Corporation;

(x) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(y) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(z) "**Term**" has the meaning ascribed to that term in Section 6;

(aa) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(bb) "**United States Incentive Stock Option**" has the meaning set forth in Section 8(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee is also authorized to approve, for each Option granted under the Plan, the terms for vesting any Option granted under the Plan.

(c) Subject to Section 12, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 12, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions, and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be considered each year, unless otherwise determined in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007) shall not exceed in the aggregate 16,500,000 Shares (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 9. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007) shall not exceed in the aggregate 9,500,000 Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 9. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition, the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section 6(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to the approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries for participation in the Plan and the extent and terms of their participation. The HRC Committee shall consider such recommendations and may approve such recommended employees for

participation in the Plan and the extent and terms of their participation, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation, or a Subsidiary other than new employees that report directly to the CEO and may with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(i) determine and recommend to the Board, for its approval, the grant date of Options;

(ii) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(iii) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 7; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. A Participant may exercise vested installments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for the Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

7. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which any vested and unexercised Options shall be cancelled.

All unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan and shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

For the purposes of this subsection 7(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unvested Options held by such Participant shall vest on the date of such Participant's death. All outstanding Options held by such Participant as at the date of termination of the Participant shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which any unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all Options (vested and unvested) held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall continue in accordance with the Plan, including vesting as provided in the Plan; provided that Options may only be exercised until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options and unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest

during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 7(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 7(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

8. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares. An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b) (6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 8, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

9. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments

in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

10. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

12. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 12.

13. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

14. EFFECTIVE DATE

The Plan shall be effective as of January 1, 2007, provided that any Option issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange (and where applicable, the rules of other stock exchanges on which the Shares may be listed and posted for trading); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date, the Incentive Stock Option Plan (2002) (the "**Prior Plan**") shall be discontinued, except with respect to unexercised Options outstanding under the Prior Plan.

EXHIBIT 10.14

ENBRIDGE INC.

INCENTIVE STOCK OPTION PLAN (2007), as amended and restated (2011 and 2014)

1. PURPOSE

The purpose of the Incentive Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the share price appreciation in alignment with the long-term focus of the Corporation;

(b) assist in attracting, retaining, engaging and rewarding Participants, including officers, of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) "**Blackout Period**" means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in

the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**Grant Date**" has the meaning set forth in Section 6(c);

(n) "**Grant Price**" has the meaning set forth in Section 6(c);

(o) "**HRC Committee**" means the Human Resources & CompensationCommittee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(p) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(q) **Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(r) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period required under applicable law;

(s) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(t) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(u) "**Plan**" means the Incentive Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(v) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(w) "**Share**" means a common share in the capital of the Corporation;

(x) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(y) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power
to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(z) "**Term**" has the meaning ascribed to that term in Section 6;

(aa) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(bb) "**United States Incentive Stock Option**" has the meaning set forth in Section 8(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee is also authorized to approve, for each Option granted under the Plan, the terms for vesting any Option granted under the Plan.

(c) Subject to Section 12, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 12, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions, and recommend to the Board for its approval any other amendments.

(e) Grants to Participants will be considered each year, unless otherwise determined in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007, as amended and restated in 2011) shall not exceed in the aggregate **52,000,000** (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 9. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007, as amended and restated in 2011) shall not exceed in the aggregate **19,000,000** Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 9. For greater certainty, the threshold set forth above in respect of the Initial Share Reserve has been adjusted to give effect to the Corporation's two (2) for one (1) split of the Shares effective May 25, 2011. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition, the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section 6(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to the approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries for participation in the Plan and the extent and terms of their participation. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan and the extent and terms of their participation, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the

Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation, or a Subsidiary other than new employees that report directly to the CEO and may with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(i) determine and recommend to the Board, for its approval, the grant date of

Options;

(ii) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(iii) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 7; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. A Participant may exercise vested installments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of

the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for the Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

7. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at

the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and

(ii) the expiry of the Term of the Options; following which any unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which any vested and unexercised Options shall be cancelled.

All unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan and shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

For the purposes of this subsection 7(b), if a Participant's employment terminates due to the constructive dismissal of the Participant, such termination shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unvested Options held by such Participant shall vest on the date of such Participant's death. All outstanding Options held by such Participant as at the date of termination of the Participant shall remain exercisable until the earlier of: (i) 12 months following

the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which any unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she is eligible for benefits under a Retirement Plan, all Options (vested and unvested) held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall continue in accordance with the Plan, including vesting as provided in the Plan; provided that Options may only be exercised until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options and unvested Options shall be cancelled.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 7(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Change of Control

In the event of a Change of Control, all unvested Options held by a Participant shall vest on a date, as determined by the HRC Committee, that is not more than 30 days and not less than five days prior to the date of the Change of Control. In connection with any Change of Control, the HRC Committee will allow, where necessary in the circumstances, for the conditional vesting and exercise of Options and where such conditions are not met and the Change of Control does not occur the Options shall continue as if no vesting or exercise had occurred.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 7(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

8. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options shall not be greater than 2,000,000 Shares**.** An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b) (6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 8, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

9. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

10. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in

which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee
or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such
taxes.

12. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 12.

13. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

14. EFFECTIVE DATE

The Plan shall be effective as of January 1, 2007, provided that any Option issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange (and where applicable, the rules of other stock exchanges on which the Shares may be listed and posted for trading); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date, the Incentive Stock Option Plan (2002) (the "**Prior Plan**") shall be discontinued, except with respect to unexercised Options outstanding under the Prior Plan.

EXHIBIT 10.15

ENBRIDGE INC.

INCENTIVE STOCK OPTION PLAN (2007), as revised

1. PURPOSE

The purpose of the Incentive Stock Option Plan (2007), as amended and restated (the "**Plan**") is to:

(a) focus Participants on the share price appreciation in alignment with the long-term focus of the Corporation;

(b) assist in attracting, retaining, engaging and rewarding Participants, including officers, of the Corporation and its Subsidiaries; and

(c) provide an opportunity for Participants to earn competitive total compensation.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) "**affiliate**" has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) **"associate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(c) "**Blackout Period**" means a period of time imposed by the Corporation where Participants holding Options may not trade in securities of the Corporation;

(d) "**Board**" means the Board of Directors of the Corporation;

(e) "**CEO**" means the Chief Executive Officer of the Corporation;

(f) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a

group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be

conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(g) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(h) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the base salary (excluding any annual incentive bonus) ofthe Participant; or

(iv) any material reduction in the value of the Participant's employee benefits,plans and programs (other than any annual incentive bonus);

(i) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(j) "**Director**" means a director of the Corporation;

(k) "**Double Trigger Date**" has the meaning set forth in Section 7(i);

(l) "**Fair Market Value**" means, as of a particular day, the weighted average of the board lot trading prices per Share on the Toronto Stock Exchange, or the New York Stock Exchange, for the last five Trading Days immediately prior to such day;

(m) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(n) "**Grant Date**" has the meaning set forth in Section 6(c);

(o) "**Grant Price**" has the meaning set forth in Section 6(c);

(p) "**HRC Committee**" means the Human Resources & CompensationCommittee of the Board, established and duly authorized to act in accordance with the By-Laws of the Corporation;

(q) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the

Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the Directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(r) **Insider**" means:

(i) an insider, as defined in the *Securities Act* (Alberta); and

(ii) an associate of any person who is an insider by virtue of (i) above;

(s) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the notice period as communicated to the Participant by the Corporation (or its Subsidiary), which in no case will be less than the minimum statutory notice period that may be required under applicable employment standards legislation;

(t) **"Option"** means an Option to purchase Shares granted to the Participant in accordance with the terms and conditions of this Plan;

(u) "**Participant**" means any employee, including an officer, of the Corporation or a Subsidiary who has been designated by the HRC Committee to receive and be granted Options in accordance with Section 5;

(v) "**Plan**" means the Incentive Stock Option Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(w) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or any of its Subsidiaries;

(x) "**Share**" means a common share in the capital of the Corporation;

(y) "**Share Reserve**" has the meaning ascribed to that term in Section 4;

(z) "**Subsidiary**" means:

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(aa) "**Term**" has the meaning ascribed to that term in Section 6;

(bb) "**Trading Day**" means any day on which the Toronto Stock Exchange or the New York Stock Exchange, as the case may be, is open for trading; and

(cc) "**United States Incentive Stock Option**" has the meaning set forth in Section 8(a).

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee is also authorized to approve, for each Option granted under the Plan, the terms for vesting any Option granted under the Plan.

(c) Subject to Section 12, the HRC Committee may waive any restrictions with respect to participation in the Plan or vesting with respect to any specific Participants where, in the opinion of the HRC Committee, it is reasonable to do so and such waiver does not prejudice the rights of the Participant under the Plan.

(d) Subject to Section 12, the HRC Committee may amend the Plan for any general administrative matters, correct, remedy or reconcile any errors, inconsistencies or ambiguities, cashless exercise, vesting or termination provisions, and recommen to the Board for its approval any other amendments.

(e) Grants to Participants will be considered each year, unless otherwise determined in the sole discretion of the HRC Committee.

4. SHARES AND SHARE RESERVE

The Shares subject to the Options and other provisions of the Plan shall be authorized and unissued common shares of the Corporation. The total number of Shares initially

reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007, as amended and restated in 2011) shall not exceed in the aggregate **52,000,000** (the "**Initial Share Reserve**"), subject to the adjustment provisions set forth in Section 9. The total number of Shares added to the Initial Share Reserve and reserved to be issued under the Plan (and its predecessors) and the Performance Stock Option Plan (2007, as amended and restated in 2011) shall not exceed in the aggregate **19,000,000** Shares (the "**Additional Share Reserve**" and, together with the Initial Share Reserve, the "**Share Reserve**"), subject to the adjustment provisions set forth in Section 9. For greater certainty, the threshold set forth above in respect of the Initial Share Reserve has been adjusted to give effect to the Corporation's two (2) for one (1) split of the Shares effective May 25, 2011. Shares subject to Options which are terminated, cancelled or expire prior to exercise shall be available for the grant of further Options hereunder. In addition, the difference between (i) the number of Shares in respect of which an Option is being exercised and (ii) the number of Shares received under the Share Settled Option (as provided in Section 6(e)) shall be deemed not to be issued under the Plan and shall be available for the grant of further Options hereunder.

Any changes to the Share Reserve, including the Additional Share Reserve, shall be recommended by the CEO to the HRC Committee for its review and recommendation to the Board. Any increase in the Share Reserve, including the Additional Share Reserve, shall be subject to the approval of the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange.

5. PARTICIPATION AND GRANT OF OPTIONS

(a) The CEO may from time to time recommend to the HRC Committee employees of the Corporation or its Subsidiaries for participation in the Plan and the extent and terms of their participation. The HRC Committee shall consider such recommendations and may approve such recommended employees for participation in the Plan and the extent and terms of their participation, subject to the following:

(i) the total number of Shares reserved for issuance to any one Participant pursuant to all security based compensation arrangements of the Corporation shall not exceed in the aggregate 5% of the number of Shares outstanding at the time of reservation;

(ii) the total number of Shares reserved for issuance to Insiders pursuant to all security based compensation arrangements of the Corporation shall not exceed 10% of the number of Shares outstanding at the time of reservation;

(iii) the total number of Shares issued to Insiders pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 10% of the number of Shares outstanding at the time of

issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period); and

(iv) the total number of Shares issued to any one Insider and such Insider's associates (as defined in the *Securities Act* (Alberta)) pursuant to all security based compensation arrangements of the Corporation within any one-year period shall not exceed 5% of the number of Shares outstanding at the time of issuance (excluding any other shares issued under all security based compensation arrangements of the Corporation during such one-year period).

For the purposes of (ii), (iii) and (iv) above, any entitlement to acquire Shares granted pursuant to the Plan prior to the Participant becoming an Insider are to be excluded from the calculation.

(b) The CEO:

(i) may issue inducement grants to any new employee of the Corporation, or a Subsidiary other than new employees that report directly to the CEO and may with the approval of the HRC Committee issue inducement grants to new employees that report directly to the CEO, provided that the number of Options comprising any such grant shall not exceed the lesser of: (i) the amount provided for in the policies of the HRC Committee from time to time; and (ii) 2% of the number of outstanding Shares (on a non-dilutive basis) at the applicable date, and such inducement grant will be reported to the HRC Committee at the next committee meeting; and

(ii) shall recommend to the HRC Committee specific grants to Participants who report directly to the CEO and the total grants for all other levels of Participants.

(c) The HRC Committee shall:

(i) determine and recommend to the Board, for its approval, the grant date of Options;

(ii) determine and recommend to the Board, for its approval, the grants to be made to the CEO; and

(iii) review and recommend to the Board, for its approval, any other grants made pursuant to the Plan.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

6. OPTION TERMS

(a) Term

The term ("**Term**") during which an Option shall be exercisable shall be fixed by the HRC Committee at the time of grant, but in no case shall a term exceed 10 years, and each Option shall be subject to earlier termination, as provided in Section 7; provided that when the Term expires in a Blackout Period the Term shall be extended to a date that is five Trading Days after the end of the Blackout Period.

(b) Exercise

An Option shall vest and become exercisable in accordance with the terms set by the HRC Committee at the time of grant. A Participant may exercise vested installments of his or her Option in whole or in part at any time and from time to time during the Term.

(c) Grant and Price

Subject to the following sentence, the price (the "**Grant Price**") at which Shares will be issued to a Participant pursuant to the Option shall be determined on the date (the "**Grant Date**") that the Option is awarded and the Grant Price shall not be less than 100% of the Fair Market Value determined as at the Grant Date. If an Option is awarded at a time when a Blackout Period is in effect, the Grant Price of the Option will be set on and the Grant Date will be the sixth Trading Day following the termination of the Blackout Period; provided that where another Blackout Period commences within such six Trading Days, the determination of the Grant Price and the Grant Date will be further postponed and will be set as provided above in this sentence (and so on from time to time).

(d) Payment

Participants shall be required to make payment in full for any Shares purchased upon the exercise, in whole or in part, of any Option granted under the Plan and no Shares shall be issued until full payment has been made. Payment must be in the currency of Canada or the United States of America.

(e) Share Settled Options

If approved by the Board, in lieu of paying the Grant Price for the Shares to be issued pursuant to such exercise, the Participant may elect to acquire the number of Shares determined by subtracting the Grant Price from the Then Fair Market Value of the Shares on the date of exercise, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by the Then Fair Market Value of the Shares. For this purpose, the "**Then Fair Market Value**" means the price at which the Shares could be sold or are sold on the Toronto Stock Exchange or the New York Stock Exchange on the date of exercise of the Option. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be issued under the Plan.

(f) Share Ownership Guidelines

If on exercise of any Options the number of Shares held by the Participant is less than the number of Shares to be held by him or her pursuant to any share ownership guidelines of the Corporation in effect from time to time and applicable to such Participant, then the Participant shall be required to retain Shares acquired on exercise of Options (net of Shares that are required to be sold by the Participant to meet any tax liabilities arising on exercise of the Options) to meet the requirements of such share ownership guidelines.

(g) Transferability

Options are not transferable or assignable other than by will or according to the laws of descent and distribution.

7. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, all unexercised and vested Options held by such Participant as at the last day of such Participant's employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the Participant's last day of employment with the Corporation (or its Subsidiary); and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options shall be cancelled.

All unvested Options held by the Participant as at the last day of the Participant's employment with the Corporation (or its Subsidiary) shall be cancelled on the Participant's last day of employment with the Corporation (or its Subsidiary).

(b) Involuntary Termination Not For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary other than For Cause, all unexercised and vested Options held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall remain exercisable until the earlier of: (i) 30 days following the expiration of any Notice Period; and (ii) the expiry of the Term of the Options; following which any vested and unexercised Options shall be cancelled.

All unvested Options held by the Participant on the last day of employment with the Corporation (or its Subsidiary) shall continue to vest in accordance with the Plan and shall be exercisable until the earlier of: (i) 30 days following the expiry of the Notice Period; and (ii) the expiry of the Term of the Options; following which all vested and unexercised Options and all unvested Options shall be cancelled.

For the purposes of this subsection 7(b): (i) if a Participant's employment terminates due to the constructive dismissal of the Participant; or (ii) if a Participant ceases to be employed by a Subsidiary of the Corporation because such Participant's employer ceases to be a Subsidiary of the Corporation; then each such termination or cessation of being employed by a Subsidiary shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, all Options held by such Participant as at the date of such termination, whether vested or unvested, shall be cancelled on the Participant's last day of active employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, all unvested Options held by such Participant shall vest on the date of such Participant's death. All outstanding Options held by such Participant as at the date of termination of the Participant shall remain exercisable until the earlier of: (i) 12 months following the date of such Participant's death; and (ii) the expiry of the Term of the Options; following which any unexercised Options shall be cancelled.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan and he or she

is eligible for benefits under a Retirement Plan, all Options (vested and unvested) held by such Participant as at the Participant's last day of employment with the Corporation (or its Subsidiary) shall continue in accordance with the Plan, including vesting as provided in the Plan; provided that Options may only be exercised until the earlier of: (i) three years following the date of such Participant's retirement; and (ii) the expiry of the Term of the Options; following which any unexercised and vested Options and unvested Options shall be cancelled.

Notwithstanding the foregoing, should a Participant qualify for retirement under the definition provided within this subsection 7(e), and should the employment of such Participant with the Corporation or a Subsidiary be terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, the provisions of subsection 7(b) will apply.

(f) Disability

If the employment of a Participant with the Corporation (or a Subsidiary) is terminated as a result of the "disability" of such Participant, all Options held by such Participant on the last day of the Participant's employment with the Corporation (or its Subsidiary) shall continue in accordance with the terms of such Options as if the Participant continued to be actively employed by the Corporation (or its Subsidiary).

For purposes of the foregoing, a Participant shall be considered to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant is on a parental or other leave of absence approved by the Corporation or a Subsidiary for a period of greater than three months, all unexercised and vested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to be exercisable in accordance with the terms of such Options, following which all unexercised and vested Options held by such Participant shall be cancelled. All unvested Options held by such Participant as at the Participant's last day of active employment prior to such parental or other leave shall continue to vest during such Participant's leave, provided that if the Participant does not return to active employment by the end of the leave, all vested and unvested Options as at the end of the leave of absence shall be treated in accordance with the second paragraph of subsection 7(a) on the assumption that the Participant's last day of employment is the end of the leave of absence. Unless otherwise determined by the HRC Committee, no additional Option grants shall be made to any Participant during such Participant's leave of absence.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that report directly to the CEO) and the CEO (in the case of all other Participants) shall determine the manner in which all Options, vested and unvested, held by the Participant as at the date of the secondment shall be treated under the Plan.

(i) Double Trigger Change of Control

Any Option held by a Participant as at February 15, 2017 shall continue to be governed by the "Change of Control" provisions of subsection 7(i) of the particular version of the Plan document for the Incentive Stock Option Plan (2007), as subsequently amended, that was in effect on the date such Option was granted.

With respect to any Option granted to a Participant on or after February 16, 2017, if the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) other than For Cause (including if a Participant's employment terminates due to the constructive dismissal of the Participant) within 2 years after the Change of Control, such Participant's date of termination of employment being the "Double Trigger Date", then the following provisions of this subsection 7(i) shall apply.

All unvested Options held by a Participant as at the Double Trigger Date shall vest on the Double Trigger Date.

(j) No Future Grants; No Cash Payment

Upon the occurrence of any of the foregoing events listed under subsections 7(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive any further Option grants or the value of any grants foregone as a consequence of any such event and, except as set forth herein, shall not be entitled to receive any cash payment for the value of any unexercised Options, vested or unvested, held by the Participant as at the date of occurrence of such event.

8. TERMS AND CONDITIONS OF UNITED STATES INCENTIVE STOCK OPTIONS

(a) Designated employees of any Subsidiary located in the United States of America may be granted "incentive stock options" within the meaning of Section 422 of the Code ("**United States Incentive Stock Options**"). The maximum number of Shares that may be issued under the Plan as United States Incentive Stock Options

shall not be greater than 2,000,000 Shares**.** An Option that is a United States Incentive Stock Option will be designated as such in the applicable Option agreement and no Option that is not so designated will be treated as a United States Incentive Stock Option under the Plan.

(b) No United States Incentive Stock Options shall be granted to any Participant if, as a result of such grant, the aggregate Fair Market Value (as of the time the Option is proposed to be granted) of the Shares covered by all the United States Incentive Stock Options granted under this Plan, and any other plan of the Corporation or any Subsidiary, to the Participant, which are or will become exercisable for the first time by the Participant in a single calendar year, exceeds US $100,000 or such amount as shall be specified in Section 422 of the Code.

(c) The exercise price of a United States Incentive Stock Option shall not be less than 100% of Grant Price as at the Grant Date.

(d) No United States Incentive Stock Option may be granted under the Plan to any individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of his or her employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of Section 422(b) (6) of the Code), unless (i) at the time such United States Incentive Stock Option is granted, the Grant Price is at least 110% of the Fair Market Value of the Shares subject thereto and (ii) the United States Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date granted.

(e) Notwithstanding the provisions of this Section 8, exercise periods for United States Incentive Stock Options on the happening of an event described in Sections 7(b), (d), (e) and (f) shall be as set forth in the applicable Option agreement.

(f) United States Incentive Stock Options shall otherwise be subject to the terms and conditions as set forth in this Plan.

9. ADJUSTMENTS

(a) In the event that the number of outstanding Shares is increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction effected without receipt of consideration, the HRC Committee or the Board may make appropriate adjustment in the number or kind of shares or securities available for Options pursuant to the Plan and, as regards Options previously granted or to be granted pursuant to the Plan, in the number and kind of shares or securities and the

purchase price thereof and the manner in which installments of the Options vest and become exercisable.

(b) The appropriate adjustments in the number of Shares under Option, the Grant Price per share and the period during which each Option may be exercised may be made by the Board in its discretion and in order to give effect to the adjustments in the number of shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement dated as of November 9, 1995 between the Corporation and CIBC Mellon Trust Company, as amended, restated or revised from time to time.

10. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all Options granted hereunder and outstanding on the date of such Reorganization, shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner in which installments of the Options become exercisable prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have distributed to him or her within 30 days after the Reorganization in full satisfaction in the case of an unexpired Option, or part thereof, whether or not exercisable, cash representing the excess, if any, of the Fair Market Value of the Shares determined as at the third Trading Day immediately preceding the closing date of such Reorganization over the exercise price of such Option (less applicable tax withholdings).

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with the exercise of any Options under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes.

12. AMENDMENT OF THE PLAN

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of this Plan in whole or in part. The Board may also at any time amend, revise or repeal any terms of this Plan and any Option granted under this Plan (any such change, an "amendment") without obtaining approval of the shareholders. Notwithstanding the foregoing, the Corporation will obtain the approval of the shareholders of the Corporation for an amendment relating to:

(a) the maximum number of shares reserved for issuance under the Plan;

(b) a reduction in the Grant Price for any Options;

(c) the cancellation of any Options and the reissue of or replacement of such Options with Options having a lower Grant Price;

(d) an extension to the term of any Option;

(e) any change allowing other than full-time employees of the Corporation or a Subsidiary to become Participants in the Plan;

(f) any change whereby Options would become transferable or assignable other than by will or according to the laws of descent and distribution; or

(g) any amendment to this Section 12.

13. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

14. EFFECTIVE DATE

This Plan was originally effective as of January 1, 2007, provided that any Option issued under this Plan may not be exercised until this Plan has been approved by the shareholders of the Corporation in accordance with the rules of the Toronto Stock Exchange (and where applicable, the rules of other stock exchanges on which the Shares may be listed and posted for trading); provided further that any Options issued under this Plan pursuant to the Additional Share Reserve may not be exercised until the shareholders of the Corporation approve the provisions of Section 4 providing for the Additional Share Reserve. On the effective date, the Incentive Stock Option Plan (2002) (the "**Prior Plan**") shall be discontinued, except with respect to unexercised Options outstanding under the Prior Plan. This Plan is amended and restated under the form of this Plan document to be effective as of February 16, 2017.

EXHIBIT 10.16

ENBRIDGE INC.

DIRECTORS' COMPENSATION PLAN

November 3, 2015

Effective January 1, 2016

ENBRIDGE INC.

DIRECTORS' COMPENSATION PLAN

1. DEFINED TERMS

As used herein, the following terms shall have the following meanings, respectively:

"Beneficiary" means any person(s) designated by a Director as indicated on the Designation of Beneficiary Form, to receive any cash amount or Shares under this Plan in the event of the Director's death;

"Board" means the Board of Directors of the Corporation;

"Canadian Election Form" means the election form required to be submitted by the Canadian Taxpayers to the Corporation;

"Canadian Taxpayer" means a Director whose income is subject to Canadian federal income taxation;

"Code" means the *U.S. Internal Revenue Code of 1986*, as amended;

"Comparator Group" has the meaning set forth in Section 4;

"Compensation" has the meaning set forth in Section 7;

"Corporation" means Enbridge Inc., and includes any successor corporation thereto;

"Deferred Stock Unit Account" has the meaning set forth in Subsection 9(a);

"Deferred Stock Units" mean units credited to a Director in accordance with Subsection 9(b);

"Designation of Beneficiary Form" means the form attached hereto as Appendix "B";

"Director" means a director of the Corporation;

"Dual-Taxed Member" means a Director that is both a U.S. Taxpayer and a Canadian Taxpayer;

"Estate" means the estate of a deceased Director**;**

"Governance Committee" means the Governance Committee of the Board;

"Market Value", as of a particular day, means the weighted average of the trading price for one (1) Share on The Toronto Stock Exchange for the five (5) Trading Days immediately preceding that day;

"Payment Date" means the date on which Directors would normally receive payments of Compensation;

"Plan" means this Directors' Compensation Plan effective January 1, 2016, as the same may be amended or varied from time to time;

"Retirement Date", in respect of a Director, means the effective date on which the Director ceases to be a Director, for any reason whatsoever;

"Share" means a common share of the Corporation;

"Trading Day" means any day, other than a Saturday or Sunday, on which The Toronto Stock Exchange is open for trading;

"Trustee" means the trustee engaged by the Corporation to hold Shares and all the rights, privileges and benefits conferred by this Plan in trust for the Directors;

"U.S. Election Form" means the election form required to be submitted by U.S. Taxpayers to the Corporation; and

"U.S. Taxpayer" means a Director whose income is subject to U.S. federal income taxation.

2. PURPOSE AND OBJECTIVES

(a) The purpose of this Plan is to provide a compensation system for Directors. This Plan applies only to the members of the Board and does not apply to board members of affiliate organizations or employees of the Corporation or any of its subsidiaries.

(b) The objectives of this Plan are:

(i) to compensate Directors commensurate with the risks, responsibilities and time commitments assumed by Board members;

(ii) to attract and retain the services of the most qualified individuals to serve on the Board;

(iii) to align the interests of Directors with the Corporation's shareholders;

(iv) to provide competitive levels of compensation by considering various pay components typically provided to directors; and

(v) to deliver such compensation in a tax effective manner.

(c) The Board provides oversight and stewardship over this Plan through the Governance Committee and has overall responsibility for determining the philosophical framework of the Directors' compensation program.

3. ADMINISTRATION

The Governance Committee will administer this Plan in its discretion. The Governance Committee shall have the power to interpret the provisions of this Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative provisions as, from time to time, the Governance Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director(s) or any officer(s) of the Corporation of such administrative duties and powers of the Governance Committee as it may see fit.

4. EXTERNAL BENCHMARKING

(a) The Board supports maintaining a level of compensation for Directors that is competitive with compensation levels paid to directors of comparable public corporations; reflects the risks accompanying Board membership and the time commitments and responsibilities required of Directors, committee members and Board or Committee Chairs; and reflects the size and complexity of the Corporation's business.

(b) The Governance Committee will, from time to time, with the assistance of qualified external experts in the area of compensation benchmarking, review and determine the appropriate comparable public corporations against which comparisons are made (the **"Comparator Group"**) with the intention that such Comparator Group be consistent with the periodic evaluation of executive management compensation.

(c) To the extent possible and appropriate, the Governance Committee shall align the Comparator Group with the group used to benchmark executive management compensation practices as approved by the Human Resources & Compensation Committee (refer to Enbridge Inc. senior management compensation policy C*ompensation Comparators)*.

5. COMMUNICATION

The Board recognizes that Compensation is an important component of corporate governance and is committed to ensuring that the material terms of the compensation program are properly disclosed to shareholders and regulators.

6. APPLICATION

This Plan applies to each individual while serving as a Director and, subject to Subsections 10(c), (d), (e), (f) and 11(a) (ii) and (iii), (c), (d) and (e), shall cease to apply on the Director's Retirement Date.

7. DIRECTORS' COMPENSATION

(a) General

The Board, on the recommendation of the Governance Committee, shall determine from time to time the amount of compensation to be paid to Directors (the "**Compensation**") including, without limitation, amounts in respect of retainers (including the retainer for the Chair of the Corporation and Chairs of committees of the Board), Board meeting and committee meeting attendance fees, and any other amounts which the Board in its discretion considers to be appropriate. In addition, the Board shall determine the amount of expenses, if any, for which the Directors will be reimbursed.

(a) Fee Structure and Payment Particulars

(i) Compensation will be made on the basis of a flat fee structure that incorporates all Board, committee, and Chair retainers as determined by the Board. The Board's policy is to target flat fee levels at the 50th percentile of total compensation levels paid to directors of the Comparator Group (as defined in Section 4).

(ii) As of January 1, 2016, Compensation shall be as set out in Appendix "A". Changes to Appendix "A" may be made by the Board following a recommendation of or consultation with the Governance Committee. Upon any such change being approved by the Board, a new Appendix "A" incorporating the changes and effective as of the date established by the Board shall be attached to the Plan and become Appendix "A" for all purposes of the Plan.

(iii) Compensation is paid quarterly, in arrears. Directors who are principally resident in a country other than Canada shall be paid Compensation in the number of U.S. dollars equal to the number of Canadian dollars paid to other Directors.

(iv) A percentage of the Compensation may be withheld in cases where a Director's attendance at Board meetings or Committee meetings or both, falls below the established minimum. The Governance Committee will review the continuation of the Director on the Board if an inordinate number of meetings are missed.

(b) Forms of Payment

The Board, on the recommendation of the Governance Committee, shall determine the portion(s), if any, of the Compensation that a Director may elect to receive by way of cash, Shares or Deferred Stock Units. Until revised by the Board, each Director and Chair of the Board may, subject to requirements of minimum share ownership criteria, as set out in Appendix "A", elect to receive Compensation as cash, Shares or Deferred Stock Units, in whole or in part, in the following multiples: 100%; 75%, 50% and 25% (totalling 100% of the Compensation payable to such Director).

8. COMPENSATION - SHARES

(a) In respect of any amount of Compensation payable to a Director in Shares, funds sufficient for the purchase in the open market of such Shares shall be paid to the Trustee by the Corporation in trust for such Director from time to time, and shall be applied by the Trustee to the purchase of Shares, in the open market on a stock exchange, for that Director.

(b) The Shares to which a Director becomes entitled hereunder shall be calculated on the basis of the Market Value thereof two (2) weeks prior to the Payment Date.

(c) Certificates representing such Shares shall be registered in the name of the Director and held by the Trustee for the benefit of such Director and shall be delivered to such Director if and when requested by the Director.

(d) The Trustee shall maintain an account for each Director and credit to that account all Shares acquired by the Trustee for the Director under this Section 8 and debit to that account all such Shares delivered by the Trustee to the Director under this Section 8.

(e) A statement of account will be provided by the Trustee to each Director annually or in any event promptly after each purchase of Shares on such Director's behalf, and will set out the number of Shares so purchased, the aggregate number of Shares held by the Trustee for such Director, and any information required by the Director for tax reporting purposes.

(f) Shares held by the Trustee may not be pledged, sold or otherwise disposed of by a Director.

9. COMPENSATION - DEFERRED STOCK UNITS

(a) Deferred Stock Unit Account

An account, to be known as a **"Deferred Stock Unit Account"**, shall be maintained by the Corporation for each Director and will show the number of Deferred Stock Units credited to a Director, to four (4) decimal places, from time to time.

(b) Crediting Deferred Stock Unit Account

In respect of any amount of Compensation payable to a Director in Deferred Stock Units, the number of Deferred Stock Units to be credited to that Director will be calculated by dividing the dollar amount of the quarterly Compensation payable to that Director in Deferred Stock Units on the Payment Date by the Market Value two (2) weeks prior to such date.

(c) Additional Deferred Stock Units From Dividends On Shares

In addition to Subsection 9(b), whenever any cash dividend or other cash distribution is paid on the Shares, additional Deferred Stock Units will be credited to the Director's

Deferred Stock Unit Account. The number of such additional Deferred Stock Units will be calculated by dividing the aggregate dividends that would have been paid to such Director if the Deferred Stock Units in the Director's Deferred Stock Unit Account had been Shares, by the Market Value of a Share on the date on which the dividends are paid on the Shares, less the amount of any discount then in effect for the reinvestment of dividends under the Corporation's Dividend Reinvestment and Share Purchase Plan.

10. CANADIAN TAXPAYER - DEFERRED STOCK UNITS

This Section 10 only applies to Canadian Taxpayers:

(a) Choice of Compensation Mix

(i) The Directors shall select on or before December 31 of the preceding year in which Compensation will be earned, the portion of such Compensation to be received by the Director in cash, Shares or Deferred Stock Units in respect of that calendar year and, failing such election, the Director shall, subject to any minimum amounts of cash, Shares or Deferred Stock Units as set out in Appendix "A", be deemed to have elected 100% in cash.

(ii) Where a Director joins the Board after January 1 in any year, such Director shall make his or her compensation mix election within thirty (30) days of his or her election or appointment to the Board.

(iii) In all cases, the Directors' elections shall be irrevocable and shall remain in force from the date of such election until the date of the next election.

(b) Canadian Election Form

Each Director shall fill out a Canadian Election Form indicating their elected compensation mix and deliver such Canadian Election Form to the Corporation on the dates set out above.

(c) Elected Payment Date – Canadian Taxpayer

Except as provided in Subsection 10(e), the determined value of the Deferred Stock Units credited to the Deferred Stock Unit Account of a Director whose income is subject to Canadian income tax, net of required withholdings, shall be paid to that Director on a date to be agreed upon by that Director and the Corporation, provided that the payment date must be a date subsequent to the Retirement Date and may be no later than December 31 of the first calendar year commencing after that Retirement Date.

(d) No Election Default

If no such payment date agreement is reached, pursuant to Subsection 10(c), the payment date will be December 31 of the first calendar year commencing after that Director's Retirement Date.

(e) Payment on Death of a Canadian Taxpayer

(i) When a Director dies, the value of the Deferred Stock Units credited to that Director's Deferred Stock Unit Account, net of applicable withholdings, shall be paid to his or her Beneficiary as soon as practicable after the Director's death, provided that the payment shall be made no later than December 31 of the first calendar year commencing after that Director's Retirement Date.

(ii) Notwithstanding the above, if the Beneficiary of the deceased Director has not been determined within sixty (60) days after the Director's death, the Corporation shall make such payment to the Estate.

(f) Determining Value for Canadian Taxpayers

To determine the value of Deferred Stock Units for the purposes of a payment to a Director (or, where the Director has died, his or her Beneficiary or Estate, as the case may be) under Subsections 10(c), (d) or (e), a Deferred Stock Unit will be valued equal to the Market Value multiplied by the number of Deferred Stock Units (including fractional Units) credited to a Director's Deferred Stock Unit Account on the following basis:

(i) for Subsections 10 (c) and (d), the Market Value on the third (3^{rd}) Trading Day before the elected payment date; and

(ii) for Subsection 10(e), the Market Value on the next Trading Day after the Director's death.

(g) Effect of Reorganization of the Corporation for Canadian Taxpayers

In the event of any merger, consolidation or other reorganization of the Corporation in which the Corporation is not the surviving or continuing corporation, all Deferred Stock Units granted hereunder and outstanding on the date of such reorganization shall be assumed by the surviving or continuing corporation. If, in the event of any such merger, consolidation or other reorganization, provision for such assumption satisfactory to an owner of a Deferred Stock Unit granted under this Plan is not made by the surviving or continuing corporation, such owner shall have distributed to him or her within sixty (60) days after the reorganization, in full satisfaction, cash in payment of the Market Value on the Trading Day immediately preceding the day of such reorganization.

11. US TAXPAYER- DEFERRED STOCK UNITS

This Section 11 only applies to U.S. Taxpayers:

(a) Choice of Compensation Mix and Election Payment Date

Directors shall elect on or before December 31 of the calendar year immediately preceding the calendar year in which Compensation will be earned:

(i) the portion of such Compensation to be received by those Directors in cash, Shares or Deferred Stock Units in respect of that calendar year. If no election is made the Director shall, subject to any minimum amounts of cash, Shares or Deferred Stock Units as set out in Appendix "A", be deemed to have elected 100% in cash;

(ii) the date, to be agreed upon by each of the Directors and the Corporation for payment of such Director's Deferred Stock Unit Account where such date may be any date after that Director's Retirement Date, provided that the payment date is after that Retirement Date and no later than December 31 of the first calendar year commencing after that Retirement Date. If no such payment date is determined, the Corporation, at its sole discretion, shall pay the amount owing from Director's Deferred Stock Unit Account within ninety (90) days following that Director's Retirement Date;

(iii) where a Director joins the Board after January 1 in any year, such Director shall make his or her election for both compensation mix and payment date within thirty (30) days of his or her election or appointment to the Board; and

(iv) in all cases, the Directors' elections shall be irrevocable and shall remain in force from the date of such election until the Director's Retirement Date.

(b) U.S. Election Form

Each Director shall fill out a U.S. Election Form indicating their elected compensation mix and payment date of their Deferred Stock Unit Account and deliver such U.S. Election Form to the Corporation. Such form shall be irrevocable.

(c) Specified Employee

Notwithstanding Subsection 11 (a), if the payment of a Director's Deferred Stock Unit Account would be subject to taxation or penalties under Code Section 409A because the timing of such payment is not delayed as provided in Section 409A for a "specified employee," then if the Director is (1) a U.S. Taxpayer and (2) a "specified employee" under Code Section 409A, any payment which that Director would otherwise be entitled to receive during the six (6) month period following the Director's Retirement Date shall be delayed and paid within fifteen (15) days after the date that is six (6) months following the Director's Retirement Date, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such taxation, such as upon that Director's death.

(d) Payment on Death of a U.S. Taxpayer

(i) When a Director dies, the value of the Deferred Stock Unit Account, credited to that Director's Deferred Stock Unit Account, net of applicable withholdings, shall be paid to his or her Beneficiary not later than by the later of (i) the end of the calendar year of the Director's Retirement Date, or (ii) ninety (90) days following that Director's date of death, provided that the Beneficiary shall not be permitted to designate the taxable year in which such payment is made.

(ii) Notwithstanding the above, if the Beneficiary of the deceased Director has not been determined within sixty (60) days after the Director's death, the Corporation shall make such payment to the Estate.

(e) Determining Value for U.S. Taxpayers

To determine the value of Deferred Stock Units for the purposes of a payment to a Director (or, where the Director has died, his or her Beneficiary or Estate, as the case may be) under Subsections 11(a)(ii), (iii), (c) or (d), a Deferred Stock Unit will be valued equal to the Market Value multiplied by the number of Deferred Stock Units (including fractional Units) credited to a Director's Deferred Stock Unit Account on the following basis:

(i) for Subsections 11(a)(ii)(iii) and (c), the Market Value on the third (3rd) Trading Day before the elected payment date; and

(ii) for Subsection 11(d), the Market Value on the next Trading Day after the Director's death.

(f) Dual-Taxed Members

In the event that a Director is both a U.S. Taxpayer and a Canadian Taxpayer at the time that the Director's Deferred Stock Units become payable, the provisions of this Section 11(f) shall apply:

(i) If the Director has made a valid election under Section 11(a) and (b) with regard to payment of the Director's Deferred Stock Units, payment of such Director's Deferred Stock Unit Account shall be made in accordance such election, subject to Section 11(c).

(ii) If the Director has not made a valid election under Section 11(a) and (b) with regard to payment of the Director's Deferred Stock Units, payment of such Director's Deferred Stock Unit Account shall be made as of a date determined by the Corporation in its discretion, with such payment date to be within ninety (90) days following the Director's Retirement Date, subject to the following:

a. If the ninety (90) day period begins in one calendar year and ends in the following calendar year, the payment date within such 90-

day period shall be determined in the sole discretion of the Corporation, and the Director shall not be permitted to make a payment election under Section 10(c) and (d) of the Plan that applies for a Canadian Taxpayer; or

b. If the ninety (90) day period begins and ends in the same calendar year, the Director shall be permitted to make a payment election under Section 10(c) and (d) of the Plan, but the payment date elected by the Director must fall within the 90-day period following the Director's retirement Date.

(g) Code Section 409A Compliance

With respect to any Director who is a U.S. Taxpayer, the Corporation intends that this Plan shall comply with the applicable provisions of Code Section 409A, or an exemption from the application of Code Section 409A, in order to prevent the inclusion in the gross income of such Director of any deferred amount in a taxable year that is prior to the taxable year in which such amount would otherwise be distributed or made available to such Director under the terms of this Plan. This Plan shall be construed, interpreted and administered in a manner consistent with such intent. In furtherance of this intent, to the extent that any term of this Plan is ambiguous, such term shall be interpreted to comply with Code Section 409A, or an exemption from the application of Code Section 409A, as determined by the Corporation.

(h) Effect of Reorganization of the Corporation for U.S. Taxpayers and Dual-Taxed Members

In the event of any merger, consolidation or other reorganization of the Corporation where the surviving or continuing corporation does not assume all of the Director's Deferred Stock Units that are outstanding on the date of such reorganization, and such event constitutes a "change in control" of the Corporation within the meaning of Code Section 409A, then the surviving or continuing corporation shall distribute to the Director, within sixty (60) days after the closing date of such event, in complete satisfaction of all the rights of the Director under this Plan, cash in full payment of the Market Value of the Director's Deferred Stock Units as valued as of the Trading Day immediately preceding the closing date of such event. In the event that the Director is a Dual-Taxed Member, this Section 11(h) shall apply and Section 10(g) shall be inapplicable.

12. BROKERAGE COMMISSIONS

All brokerage commissions and other transaction costs in respect of Share purchases made under Section 8 of this Plan shall be paid by the Corporation.

13. TAXES AND REPORTING

(a) The Corporation shall deduct from all amounts otherwise payable to a Director (or Beneficiary or Estate, as the case may be) all amounts, including applicable taxes, that are required by law to be withheld with respect to amount otherwise payable.

(b) Notwithstanding anything else contained herein, each Director who participates in this Plan shall be responsible for:

(i) the payment of all applicable taxes including, but not limited to, income taxes payable in connection with the acquisition, holding and delivery of Shares for or to a Director pursuant to this Plan and the payment of the value of the Deferred Stock Units, subject to deduction and remittance by the Corporation of applicable withholding taxes; and

(ii) compliance with the continuous disclosure requirements of the applicable securities commissions or similar regulatory authorities in Canada and those exchanges upon which the Corporation's Shares are traded, including, but not limited to, the preparation and filing of insider trading reports respecting the acquisition of Shares pursuant to this Plan,

and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes or the compliance with such disclosure requirements.

14. DILUTION ADJUSTMENTS

In the event that the outstanding Shares of the Corporation shall be increased or decreased, or changed into, or exchanged for a different number or kind of shares or other securities of the Corporation or another corporation, whether through a stock dividend, stock split, consolidation, recapitalization, amalgamation, reorganization, arrangement or other transaction, the Governance Committee or the Board may make appropriate adjustments to the number or kind of shares or securities upon which Deferred Stock Units are based under this Plan, and as regards Deferred Stock Units previously granted or to be granted pursuant to this Plan, in the number or kind of shares or securities upon which Deferred Stock Units are based and the purchase price therefor.

15. OPERATION OF RIGHTS PLAN

The appropriate adjustments in the number of Deferred Stock Units may be made by the Board in its discretion in order to give effect to the adjustments in the number of Shares of the Corporation resulting from the implementation and operation of the Shareholder Rights Plan Agreement originally dated as of November 9, 1995 and as amended from time to time.

16. AMENDMENTS, ETC.

Subject to applicable regulatory approval, the Board may revise, suspend or discontinue this Plan in whole or in part. No such revision, suspension, or discontinuance shall alter

or impair the rights of a Director in respect of Deferred Stock Units or Shares previously granted or received under this Plan, without the consent of that Director.

17. PERIODIC REVIEW

The compensation available, and competitiveness of this Plan relative to the Comparator Group, will be reviewed:

(a) by external consultants every second year, commencing in 2015; and

(b) by internal management every second year, commencing in 2014.

18. EFFECTIVE DATE

This Plan is effective as of January 1, 2016, and may be amended from time to time. Commencing January 1, 2016, no new Shares or Deferred Stock Units shall be granted or received under any previous "Directors' Compensation Plan" for Enbridge Inc. Any Shares or Deferred Stock Units previously granted or received under such previous compensation plans shall continue without alteration, including any previous elected payment date made by a Director, or impairment of the rights of a Director with respect to such Compensation.

APPENDIX "A"
to the Directors' Compensation Plan

Retainer and Fees

1. Flat Fee Schedule

The following table establishes the annual fee schedule for Directors and is effective as of January 1, 2016.

Compensation Elements	Annual Fee	Elective Payment Form[1]					
		Before minimum share ownership			After minimum share ownership		
		Cash	Shares	DSUs	Cash	Shares	DSUs[2]
Board Retainer	$235,000	Up to 50%	Up to 50%	50% to 100%	Up to 75%	Up to 75%	25% to 100%
Additional Board Chair Retainer	$260,000						
Additional Committee Chair Retainer:							
AFRC	$25,000						
HRCC	$20,000						
S&R	$15,000						
GC	$10,000						
CSR	$10,000						

[1] Directors may elect the form of payment in increments of 25% up to the percentage amounts specified in the table.
[2.] At least 25% of any retainer payable must be elected in the form of Deferred Stock Units.

2. Penalty for Non-At\tendance

At the end of each year, the Governance Committee will review the record of attendance of Directors at Committee meetings and Board meetings. The Chair of the Governance Committee along with the Board Chair, at their discretion, will recommend to the Board appropriate penalties for non-attendance by Directors at Committee and Board meetings.

3. Travel Fees

A per diem allowance of $1,500 shall be paid in cash to Directors who travel from their home state or province to a meeting in another state or province.

4. Share Ownership Requirement

Effective January 1, 2016, Directors shall hold a personal investment in Shares and Deferred Stock Units of at least three (3) times the amount of the annual Board Retainer, expressed in Canadian currencyand be required to achieve such investment within five (5) years of joining the Board.

APPENDIX "B"

to the Directors' Compensation Plan

DESIGNATION OF BENEFICIARY FORM

I, _____ *(Director's Name)* for the purposes of designating a Beneficiary pursuant to the Directors' Compensation Plan of Enbridge Inc. hereby designate _____ name of Beneficiary (ies)) as my Beneficiary of the Compensation owed to me by the Corporation.

At my own discretion, I make an additional designation should my Beneficiary not survive me. I designate as my contingent Beneficiary _____ *(insert name of contingent Beneficiary)* of the Compensation owed to me by the Corporation.

I make this designation on the _____ day of _____ , 20 ____.

_____
Signature

_____
Print Name

Instructions:
This Designation of Beneficiary Form should be completed, signed and delivered to Enbridge Inc. as soon as possible once you have been appointed to the Board of the Corporation. Any changes to the above will require the delivery of an amended form.

In the event that you would like to name a contingent beneficiary, should your primary beneficiary not survive you, please indicate above, a contingent beneficiary.

For questions regarding your Plan or Form, please call Tyler Robinson at (403) 231-5935. For delivery to Enbridge Inc., please fax your Form to (403) 231-5929.

EXHIBIT 10.17

ENBRIDGE INC.

SHORT TERM INCENTIVE PLAN (2007), as revised

1. PURPOSE

The purpose of the Short Term Incentive Plan (2007) (the "**Plan**") is to:

(a) create employee engagement in the understanding and achievement of annual business plans;

(b) focus employee performance on the achievement of objectives at the corporate, business unit and individual levels;

(c) assist in attracting, retaining and engaging employees who develop and execute the business plans of the Corporation and its subsidiaries; and

(d) tie competitive total cash compensation levels to the achievement of objectives at all levels.

2. DEFINED TERMS

In this Plan (including any schedules to this Plan):

(a) **"affiliate"** has the meaning ascribed to that term in the *Securities Act* (Alberta);

(b) "**Base Salary**" means the base salary of a Participant;

(c) "**Board**" means the Board of Directors of the Corporation;

(d) "**CEO**" means the Chief Executive Officer of the Corporation;

(e) "**Change of Control**" means:

(i) the sale to a person or acquisition by a person not affiliated with the Corporation or its Subsidiaries of assets of the Corporation or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Corporation and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise;

(ii) any change in the holding, direct or indirect, of shares of the Corporation by a person not affiliated with the Corporation as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the *Securities Act* (Alberta), are in a position to exercise effective control of the Corporation whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Corporation which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Corporation shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Corporation;

(iii) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Corporation where shareholders of the Corporation immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Corporation or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, transfer, sale or other transaction;

(iv) the Corporation ceases to be a distributing corporation as that term is defined in the *Canada Business Corporations Act*;

(v) any event or transaction which the Board, in its discretion, deems to be a Change of Control; or

(vi) Incumbent Directors ceasing to be a majority of the Board;

provided that:

(vii) any transaction whereby shares held by shareholders of the Corporation are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Corporation previously owned by the shareholders of the Corporation and the former shareholders of the Corporation continue to be beneficial holders of such units or securities in

the same proportions following the transaction as they were beneficial holders of shares of the Corporation prior to the transaction will be deemed not to constitute a change of control; and

(viii) any change of control initiated or commenced by the Board (and whether or not such transaction was initiated or commenced by the Board shall be conclusively determined by the Board) will not constitute a change of control for purposes of this Plan;

(f) **"Code"** means the United States Internal Revenue Code of 1986, as amended;

(g) "**constructive dismissal**" means, unless consented to by the Participant, any action that constitutes constructive dismissal of the Participant at common law, including without limiting the generality of the foregoing:

(i) where the Participant ceases to be an officer of the Corporation, unless the Participant is appointed as an officer of a successor to a material portion of the assets of the Corporation;

(ii) a material decrease in the title, position, responsibilities, powers or reporting relationships of the Participant;

(iii) a reduction in the Base Salary (excluding any annual incentive bonus) of the Participant; or

(iv) any material reduction in the value of the Participant's employee benefits, plans and programs (other than any annual incentive bonus);

Notwithstanding the above, for a Participant who is (A) subject to the employment laws of any state of the United States and (B) not subject to the application of "constructive dismissal" under Canadian employment law, the term "constructive dismissal" hereunder means, unless consented to by such Participant, any action that constitutes pursuant to the law of the applicable state (including the common law) constructive discharge of the Participant; and, for all purposes of the Plan with respect to such Participant, "constructive dismissal" shall also include each of the actions described in clauses (i) through (iv) above.

(h) "**Corporation**" means Enbridge Inc., and includes any successor entity thereto;

(i) "**Direct Reports**" means executives of the Corporation or its Subsidiaries that report directly to the CEO;

(j) "**Director**" means a director of the Corporation;

(k) "**Double Trigger Date**" has the meaning given to it in subsection 8(i);

(l) "**For Cause**" includes "just cause" as defined in the common law and also includes any circumstance in which the Participant shall have been convicted of a criminal act of dishonesty resulting or intending to result directly or indirectly in gain or personal enrichment of the Participant;

(m) "**HRC Committee**" means the Human Resources and Compensation Committee of the Board, established and duly authorized to act by the Board;

(n) "**Incumbent Director**" means any member of the Board who was a member of the Board immediately prior to the occurrence of the transaction, elections or appointments giving rise to a Change of Control and any successor to an Incumbent Director who was recommended for election at a meeting of shareholders of the Corporation, or elected or appointed to succeed any Incumbent Director, by the affirmative vote of the directors, which affirmative vote includes a majority of the Incumbent Directors then on the Board;

(o) "**Maximum Award**" means, subject to Section 6(c), the maximum amount of compensation payable to a Participant under the Plan, being twice the Target Award;

(p) "**Notice Period**" means the notice period for termination of employment agreed to between the Corporation (or its Subsidiary) and the Participant, or, in the absence of any such agreement, the minimum statutory notice period that may be required under applicable employment standards legislation;

(q) "**Participant**" means an individual who becomes a participant of the Plan in accordance with Section 4;

(r) "**Plan**" means the Short Term Incentive Plan (2007) of the Corporation described in this document, and as the same may be duly amended or varied from time to time in accordance with the provisions of this Plan;

(s) "**Retirement Plan**" means a pension plan of the Corporation established or in effect from time to time which applies when an employee retires from the employment of the Corporation or its Subsidiaries;

(t) "**STIP Payment**" means the amount payable under the Plan to Participants upon the achievement of certain performance measures, calculated in accordance with Section 6;

(u) "**Subsidiary**" means

(i) any corporation that is a subsidiary (as such term is defined in the *Canada Business Corporations Act*) of the Corporation, as such provision is from time to time amended, varied or re-enacted;

(ii) any partnership or limited partnership that is controlled by the Corporation (the Corporation will be deemed to control a partnership or limited partnership if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such partnership or limited partnership, whether through the ownership of voting securities, by contract or otherwise); and

(iii) subject to regulatory approval, any corporation, partnership, limited partnership, trust, limited liability company or other form of business entity that the HRC Committee determines ought to be treated as a subsidiary for purposes of the Plan, provided that the HRC Committee shall have the sole discretion to determine that any such entity has ceased to be a subsidiary for purposes of the Plan;

(v) "**Target Award**" means the target amount of compensation payable to a Participant under the Plan, calculated as a percentage of the Participant's annual Base Salary;

(w) "**Term**" means a period of one fiscal year of the Corporation or as otherwise determined by the HRC Committee; and

(x) "**U.S. Taxpayer**" means an individual whose income is subject to U.S. federal income taxation.

3. GOVERNANCE

(a) Subject to any determinations or approvals required to be made by the Board, the HRC Committee will administer the Plan in its sole discretion. The HRC Committee shall have the full power and sole responsibility to interpret the provisions of the Plan and to make regulations and formulate administrative provisions for its implementation, and to make such changes in the regulations and administrative procedures as, from time to time, the HRC Committee deems proper and in the best interests of the Corporation. Such regulations and provisions may include the delegation to any Director or Directors or any officer or officers of the Corporation or its Subsidiaries of such administrative duties and powers of the HRC Committee as it may, in its sole discretion, deem fit. The HRC Committee may amend the Plan to correct, remedy or reconcile any errors, inconsistencies or ambiguities in this Plan. The determinations of the HRC Committee in the administration of the Plan shall be final and conclusive.

(b) The HRC Committee shall have the authority to exercise discretion in the approval of STIP Payments, including without limitation the authority at any time to waive, amend or otherwise vary eligibility criteria, performance measures and the levels of Target and Maximum Awards under the Plan where in the opinion of the HRC Committee it is reasonable to do so and it does not materially prejudice

the rights of a Participant under the Plan and it does not cause the Participant to be subject to adverse tax treatment under Code Section 409A.

(c) Subject to any determinations or approvals required to be made by the HRC Committee under the Plan, the CEO shall have authority to administer the Plan.

4. PARTICIPATION AND TARGET AWARDS

(a) The CEO shall determine employees, other than his Direct Reports, eligible to participate in the Plan. The CEO shall recommend to the HRC Committee for its approval the participation in the Plan of his Direct Reports. The CEO shall also recommend to the HRC Committee for its approval the Target and Maximum Award for each Participant, other than the CEO.

(b) The CEO shall recommend to the HRC Committee for its approval the weighting for Corporation, business unit and individual performance measures of his Direct Reports.

(c) The HRC Committee will determine and recommend to the Board for its approval the Target and Maximum Award for the CEO.

(d) Directors who are not full-time employees of the Corporation or a Subsidiary shall not be eligible to become Participants.

(e) A designated employee shall have the right not to participate in the Plan, and any decision not to participate shall not affect his or her employment with the Corporation or a Subsidiary. Participation in the Plan does not confer upon the Participant any right to continued employment with the Corporation or a Subsidiary.

5. PERFORMANCE MEASURES

(a) At the start of each fiscal year the HRC Committee shall approve the Corporation performance measures, the target for the fiscal year and the levels of performance required to be achieved to receive a STIP Payment, and shall also approve any amendments to these measures and levels.

(b) The CEO shall establish:

(i) the weighting for Corporation, business unit and individual performance measures for all Participants, other than Direct Reports;

(ii) the financial targets and range of performance measures for each business unit;

(iii) any other scorecard performance measures, targets and range of performance measures for each business unit.

(c) The HRC Committee shall review and recommend to the Board for its approval the performance measures for the CEO.

(d) A copy of all performance measures that have been adopted under the Plan shall be appended to the minutes of the meeting at which such performances measures have been reviewed or approved, as applicable.

6. STIP PAYMENTS

(a) Except as otherwise provided herein, the amount of the STIP Payment for each Participant for a particular Term shall be based upon the achievement of the Corporation, business unit and individual performance measures established for the Participant under Section 5, the Base Salary of the Participant during the applicable Term, and if applicable, proration based on active service as defined in Section 8.

(b) Following receipt of the Corporation and business unit financial performance for the fiscal year and the receipt from the CEO of his recommendations on other performance measures, the HRC Committee will review and determine the extent to which the performance relative to targets has been achieved and shall approve the STIP Payments for all Participants except the CEO. The HRC Committee shall review and recommend to the Board for approval the CEO's STIP Payment.

(c) Notwithstanding the foregoing, no STIP Payment payable to a Participant shall exceed an amount equal to two times the Target Award for the Participant for the Term unless approved by the CEO or, in the case of Direct Reports, unless approved by the HRC Committee. The CEO shall report to the HRC Committee by way of information, the Participants who are to receive a STIP Payment in excess of two times the Target Award.

(d) Notwithstanding the foregoing, no STIP Payment payable to a Participant designated as a "front office" employee within the energy marketing group shall exceed an amount equal to three times the Target Award for the Participant for the Term unless approved by the CEO. The CEO shall report to the HRC Committee by way of information, the "front office" Participants, other than energy marketing group employees, who are to receive a STIP Payment in excess of three times the Target Award. This Section 6(d) will become effective on January 1, 2014.

7. PAYMENTS

(a) Timing of Payment

Except as otherwise provided herein, the STIP Payment payable to a Participant hereunder in respect of a Term shall be paid to the Participant only upon approval by the Chair of the Audit, Finance and Risk Committee of the Corporation of

preliminary financial information and subsequent approval of the HRC Committee. In any event, payments shall be made no later than two and one-half months after the end of the Term.

(b) Form of Payment

Except where otherwise determined by the HRC Committee, all STIP Payments hereunder shall be paid in cash and shall be subject to applicable withholding taxes as required by applicable legislation.

8. TERMINATION

(a) Voluntary Termination

If a Participant voluntarily terminates his or her employment with the Corporation or a Subsidiary, any STIP Payment or Target Award for the Term in which the date of termination occurs shall be cancelled.

If the Participant is an employee of the Corporation or a Subsidiary existing under the laws of Canada or any province thereof, any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's termination shall be paid in accordance with Section 7.

If the Participant is an employee of a Subsidiary existing under the laws of any state of the United States, such Participant shall not be entitled to receive payment of any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's termination unless the Participant continues to be actively employed by such Subsidiary on the applicable payment date in accordance with Section 7.

(b) Involuntary Termination Not For Cause

If the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, then the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the Term to the total number of days in the Term (and for this purpose the Notice Period shall be counted as active employment) and paid not later than the date specified in Section 7. For this purpose, the amount of STIP Payment shall be determined using Corporation, business unit and individual performance each at target (1x multiplier).

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's termination shall be paid in accordance with Section 7.

For the purposes of this subsection 8(b): (i) if a Participant's employment terminates due to the constructive dismissal of the Participant; or (ii) if a Participant ceases to be employed by a Subsidiary of the Corporation because such Participant's employer ceases to be a Subsidiary of the Corporation; then each such termination or cessation of being employed by a Subsidiary shall be treated as an involuntary termination by the Corporation or a Subsidiary other than For Cause.

(c) Involuntary Termination For Cause

If the employment of a Participant is terminated by the Corporation or a Subsidiary For Cause, then all unpaid STIP Payments and all Target Awards in respect of such Participant shall be cancelled as of the Participant's last day of employment with the Corporation (or its Subsidiary).

(d) Death

If the employment of a Participant with the Corporation or a Subsidiary is terminated as a result of the death of such Participant, the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term. Such payment shall be made automatically without the requirement of pre-approval from the HRC Committee and shall be paid not later than two and one-half months from the date of death. For this purpose, the amount of STIP Payment shall be determined using Corporation, business unit and individual performance each at target (1x multiplier).

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to the date of the Participant's death shall be paid in accordance with Section 7.

(e) Retirement

If a Participant has attained the age of 55 and retires from his or her employment with the Corporation or a Subsidiary pursuant to a Retirement Plan, then the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term and such amount shall be paid not later than the date specified in Section 7.

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's retirement shall be paid in accordance with Section 7.

Notwithstanding the foregoing, should a Participant qualify for retirement under the definition provided within this subsection 8(e), and should the employment of such Participant with the Corporation or a Subsidiary be terminated by the Corporation (or its Subsidiary) for any reason other than For Cause, the provisions of subsection 8(b) will apply.

(f) Disability

If the employment of the Participant is terminated due to the "disability" of the Participant, the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term and such amount shall be paid not later than the date specified in Section 7. For this purpose, the amount of STIP Payment shall be determined using Corporation, business unit and individual performance each at target (1x multiplier).

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's disability shall be paid in accordance with Section 7.

For purposes of this subsection 8(f), a Participant is said to be suffering from a "disability" if he or she is eligible for benefits under a Corporation-sponsored long term disability benefits plan.

(g) Leaves of Absence

If a Participant commences a voluntary leave (including a parental or adoption leave) or other leave approved by the Corporation or any of its Subsidiaries, then the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the applicable Term to the total number of days in the Term.

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's leave of absence shall be paid in accordance with Section 7.

(h) Secondments

If a Participant is seconded to an entity other than a Subsidiary, the HRC Committee (in the case of Participants that are Direct Reports) and the CEO (in the case of all other Participants) shall determine the treatment of Target Awards in respect of the Participant under the Plan; provided that no such Target Awards shall be treated in a manner that would cause the Participant to be subject to adverse tax treatment under Code Section 409A.

Notwithstanding the foregoing, any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to date of the Participant's secondment shall be paid in accordance with Section 7.

(i) Double Trigger Change of Control

If the employment of a Participant with the Corporation or a Subsidiary is terminated by the Corporation (or its Subsidiary) other than For Cause (including if a Participant's employment terminates due to the constructive dismissal of the Participant) within 2 years after the Change of Control, such Participant's date of termination of employment being the "Double Trigger Date", then the following provisions of this subsection 8(i) shall apply.

Each Participant shall be entitled to be paid a STIP Payment, unless otherwise determined by the HRC Committee, in an amount determined at the Double Trigger Date and prorated based on the number of days of active employment of the Participant in the Term to the Double Trigger Date to the total number of days in the Term using the following:

(i) Corporation, business unit and individual performance shall each be at target (1x multiplier); and

(ii) recommendations on other performance measures shall be provided by the CEO.

The STIP Payment shall be made within 75 days following the Double Trigger Date.

Any unpaid STIP Payment payable to the Participant in respect of a Term that has ended prior to the Double Trigger Date shall be paid in accordance with Section 7, provided, however, that such payment shall be made within 75 days following the Double Trigger Date.

Notwithstanding the above, with respect to Participants who are U.S. Taxpayers, no payment shall be made under this subsection 8(i) unless such Change of Control also qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Change of Control that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Change of Control.(j) No Future Awards

Upon the occurrence of any of the foregoing events listed under subsections 8(a) to (f) in respect of a Participant, such Participant shall not be entitled to receive

any further awards under the Plan and, except as set forth herein, shall not be entitled to receive cash payment for the value of any unpaid STIP Payment, vested or unvested, held by the Participant as at the date of occurrence of such event.

9. NEW HIRES

If a Participant commences employment with the Corporation or a Subsidiary in the middle of a Term, then the STIP Payment for the Participant for the Term shall be prorated based on the number of days of active employment of the Participant during the Term to the total number of days in the Term, and paid not later than the date specified in Section 7.

10. FUNDING

For certainty, the Corporation has no obligation during any Term to pay or deposit any money into any account for the benefit of a Participant.

11. TAXES AND REPORTING

Notwithstanding anything else contained herein, each Participant shall be responsible for the payment of all applicable taxes, including, but not limited to, income taxes payable in connection with any payment under the Plan and the Corporation, its employees and agents shall bear no liability in connection with the payment of such taxes. The Corporation shall have the right to deduct from all cash payments made to a Participant any taxes required by law to be withheld with respect to such payments.

12. AMENDMENTS, ETC.

The HRC Committee may at any time recommend to the Board for its approval the revision, suspension or discontinuance of the Plan in whole or in part. No such revision, suspension, or discontinuance shall alter or impair the rights of a Participant in respect of a STIP Payment previously approved by the HRC Committee for such Participant, without the consent of that Participant. In addition, no revision, suspension or discontinuance shall result in adverse taxation under Code Section 409A or cause the Plan to become a "salary deferral arrangement" for the purposes of the Income Tax Act (Canada), unless otherwise determined by the HRC Committee with the consent of the Participant.

13. NO GUARANTEE OF EMPLOYMENT

The existence of the Plan is in no way to be construed as a guarantee of continued employment for any Participant, or of entitlement to any future Plan awards, benefits or payments.

14. CURRENCY

The currency of the STIP Payment for a Term will be the same currency as the Base Salary at the end of the same Term of a Participant.

15. EFFECT OF REORGANIZATION

In the event of any take-over bid or any proposal, offer or agreement for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution or similar transaction or other business combination that is not a Change of Control in which the Corporation is not the surviving or continuing corporation (a "**Reorganization**"), all obligations of the Corporation to pay to a Participant any STIP Payment arising from an outstanding Target Award hereunder shall be assumed by the surviving or continuing corporation, provided that the HRC Committee or the Board may make appropriate adjustment in the manner and timing in which such payments are to be made prior to such assumption. If, in the event of any such Reorganization, provision for such assumption satisfactory to the HRC Committee or the Board is not made by the surviving or continuing corporation, each Participant shall have paid to him or her, in full satisfaction for any amounts payable to such Participant under the Plan, a STIP Payment in the amount that such Participant would receive if the Reorganization was treated as a Change of Control under Section 8(i), unless otherwise determined by the HRC Committee. Such payment shall be made within 30 days after the date of the Reorganization.

Notwithstanding the above, with respect to Participants who are U.S. Taxpayers, no payment shall be made under this Section 15 unless such Reorganization also qualifies as a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, within the meaning of Code Section 409A(2)(A)(v). In the case of a Reorganization that does not so qualify, payments to any such Participant shall be made in accordance with Section 7. The payment monies owing to these Participants will be placed in an irrevocable trust which is located in the United States of America and subject to the claims of the general creditors of the Corporation prior to the Reorganization.

16. CONFLICT WITH WRITTEN EMPLOYMENT AGREEMENT

In the event of a conflict between the terms of this Plan and the terms of any written employment agreement between a Participant and the Corporation, the terms of the written employment agreement shall prevail.

17. CODE SECTION 409A COMPLIANCE

With respect to any Participant who is a U.S. Taxpayer, the Corporation intends that the Plan shall comply with the applicable provisions of Code Section 409A, or an exemption from the application of Code Section 409A, in order to prevent the inclusion in the gross income of such Participant of any amount in a taxable year that is prior to the taxable year in which such amount would otherwise be paid or made available to such Participant under the terms of the Plan. The Plan shall be construed, interpreted and administered in a manner consistent with such intent. In furtherance of this intent, to the extent that any

term of the Plan is ambiguous, such term shall be interpreted to comply with Code Section 409A, or an exemption from the application of Code Section 409A, as determined by the Corporation. In no event may any participant who is a U.S. Taxpayer designate, directly or indirectly, the calendar year of any payment to be made under the Plan.

18. INCENTIVE COMPENSATION CLAWBACK POLICY

Where applicable, payments made to Participants under this Plan will be governed by the terms of the Corporation's Incentive Compensation Clawback Policy.

19. EFFECTIVE DATE

The Plan was originally effective as of January 1, 2007, and is amended and restated under the form of this Plan document to be effective as of February 16, 2017.

EXHIBIT 10.18

The Enbridge Supplemental Pension Plan

As Amended and Restated
Effective January 1, 2005

Table of Contents

1. General

1.1 Introduction

1.1.01 The Plan was originally established effective January 1, 2000, and is amended and restated effective as of January 1, 2005. The purposes of the Plan are:

(a) to ensure that Senior Management Employees receive retirement benefits in accordance with the Senior Management Pension Plan,

(b) to ensure that, where agreed to by the Parent, Employees who are not Senior Management Employees receive certain retirement benefits as defined in the EGD Plan and the EI Plan without limitation due to Maximum Pension Rules or Maximum DC Pension Rules, and

(c) to ensure that Members receive any retirement benefits agreed to by the Parent within a Member's executive employment agreement.

For further clarity, the Plan does not provide retirement benefits in respect of a Member's service accrued while a US Tax Resident.

1.1.02 With the exception of Article 4, the provisions of the Plan apply to Members for whom the earlier of retirement, termination of employment with a Participating Employer or death occurs on or after January 1, 2000. Benefits, if any, in respect of a Retired Member who retired, terminated employment with a Participating Employer, or died prior to January 1, 2000 will be governed in accordance with Article 4 of this Plan.

1.1.03 The Plan is not a registered pension plan under the Income Tax Act or under Canadian Pension Laws. Any contributions made to the Plan with respect to benefits earned while a Member is not (i) a US Tax Resident, (ii) a US Expatriate or (iii) otherwise subject to Code Section 409A, will be deposited in the RCA Fund and are to be considered as contributions to retirement compensation arrangements under the Income Tax Act. Any contributions made to the Plan with respect to benefits earned by a Member while he is a US Expatriate or otherwise subject to Code Section 409A, will be deposited in the Grantor Trust Fund.

1.1.04 The Plan is intended to satisfy the requirements of Code Section 409A for any benefits accrued or payable under the Plan to or on behalf of a Member who is subject to United States federal income taxation, but only to the extent such Member's benefits are subject to Code Section 409A, and do not satisfy any exception thereto either with respect to the Member individually or the Plan as a whole.

1.2 Construction, Interpretation and Definitions

For the purposes of this Plan, including this Section, the expressions set out below have the following meanings, regardless of any definitions in any other document that may be at variance with them:

1.2.01 "Active Member" means an Employee who is eligible to participate in the Plan in accordance with Section 1.3.01 and who is entitled to benefits from the Plan.

1.2.02 "Actuarial Equivalent" has the same meaning as in the EGD Plan or the EI Plan as is applicable in the circumstances.

1.2.03 "Actuary" means an individual, a firm or a corporation from time to time appointed by the Parent to carry out actuarial valuations and provide such actuarial advice and services as may be required for the purposes of the Plan. The Actuary shall at all times be a person who is, or a firm that has on its staff, a Fellow of the Canadian Institute of Actuaries.

1.2.04 "Associate Company" has the same meaning as in the EI Plan.

1.2.05 "Beneficiary" of a Member is the same person or persons designated by the Member as his beneficiary for the purposes of the EGD Plan or the EI Plan as is applicable in the circumstances.

1.2.06 "Benefit Commencement Date" means, with respect to benefits subject to Code Section 409A for Plan Years beginning on or after January 1, 2008, (i) for a Member whose date of Separation from Service is prior to his 55th birthday, the first day of the month coincident with or next following the date he attains age 60, and (ii) for a Member whose date of Separation from Service is on or after his 55th birthday, the first day of the month coincident with or next following the date that is six (6) months after the date of his Separation from Service.

1.2.07 "Board of Directors" means the Board of Directors of the Parent.

1.2.08 "Canadian Pension Laws" means the federal Pension Benefits Standards Act, 1985 and any regulations pursuant thereto and any amendment or substitute therefor as well as any similar statute applicable to the EGD Plan or the EI Plan and any regulation pursuant thereto adopted by the Canadian or any provincial government.

1.2.09 "Change of Control" has the meaning set forth in Section 1.4.07.

1.2.10 "Code" means the United States Internal Revenue Code of l986, as amended, and the regulations and other authority issued thereunder by the appropriate governmental authority. References herein to any section of the Code shall include references to any successor section or provision of the Code.

1.2.01 "Commuted Lump Sum Value" has the same meaning as in the EI Plan or the definition of commuted value in the EGD Plan as applicable in the circumstances. Income tax payable upon termination, death or retirement on any benefit provided under the Plan shall not be considered in the calculation of any Commuted Lump Sum Value.

1.2.02 "Consumer Price Index" has the same meaning as in the EGD Plan or the EI Plan as is applicable in the circumstances.

1.2.03 "Effective Date" means January 1, 2000, the original effective date of the Plan.

1.2.04 "EGD Plan" means the Pension Plan for Employees of Enbridge Gas Distribution, Inc. and Affiliates, as amended from time to time, formerly named the Pension Plan for Employees of the Consumers' Gas Company Ltd. and Designated Affiliated, Associated, and Subsidiary Companies.

1.2.05 "EGD Supplementary Plan" means the Supplementary Executive Retirement Plan for Employees of Enbridge Gas Distribution Inc. and Affiliates, as amended from time to time, formerly named the Supplementary Executive Retirement Plan of the Consumers' Gas Company Ltd.

1.2.06 "EI Plan" means the Retirement Plan for the Employees of Enbridge Inc. and Affiliates as in effect at January 1, 2005, and as subsequently amended from time to time.

1.2.07 "Employee" has the same meaning as in the EGD Plan or the EI Plan as is applicable in the circumstances.

1.2.08 "EUS Plan" means the Enbridge (U.S.) Inc. Employees' Annuity Plan as in effect at January 1, 2005, and as subsequently amended from time to time or the Pension Plan for Employees of the St. Lawrence Gas Company, Inc. as in effect at January 1, 2005, and as amended from time to time, as is applicable in the circumstances.

1.2.09 "Excess Assets" means excess assets as defined in the Funding Policy.

1.2.10 "Final Average Earnings" has the same meaning as in the EI Plan.

1.2.11 "Funding Agency" means the original trustee, or trustees, that the Parent may appoint to hold and to administer the RCA Fund, and any duly appointed successor trustee or trustees.

1.2.12 "Funding Agreement" means any agreement governing the RCA Fund now or hereafter entered into between the Parent and the Funding Agency.

1.2.13 "Funding Policy" means the funding policy of the Plan as agreed to by the Human Resources & Compensation Committee and as amended from time to time.

1.2.14 "Grantor Trust Agreement" means any agreement governing the Grantor Trust Fund now or hereafter entered into between the Parent and the Grantor Trustee. The trust established under the Grantor Trust Agreement is intended to be a grantor trust within the meaning of Code Sections 671-677, and is not intended to constitute offshore trust property within the meaning of Code Section 409A(b).

1.2.15 "Grantor Trust Fund" means the trust fund established with the Grantor Trustee for the purpose of providing benefits under the Plan.

1.2.16 "Grantor Trustee" means the original trustee, or trustees, that the Parent may appoint to hold and to administer the Grantor Trust Fund, and any duly appointed successor, trustee, or trustees, or any combination thereof.

1.2.17 "Human Resources & Compensation Committee" means the Committee of the Board of Directors of the Parent from time to time appointed to fix the remuneration of the executives of the Parent or the Participating Employers or, if such committee has not been appointed, means the Board of Directors of the Parent.

1.2.18 "Income Tax Act" means the Income Tax Act (Canada) and any applicable provincial income tax act, as amended from time to time, together with any relevant regulations and application rules made thereunder from time to time.

1.2.19 "Maximum DC Pension Rules" means any rule or rules established by or under the Income Tax Act that limits contributions to an Active Member's account under the EGD Plan or the EI Plan as of the date on which a contribution would otherwise have been payable. Such rules include, but are not necessarily limited to:

(a) maximum contribution limits resulting from the money purchase limit as defined by the Income Tax Act, and

(b) limitations on the contributions permitted for Active Members employed by a Foreign Affiliate (as defined under the EGD Plan or the EI Plan).

1.2.20 "Maximum Pension Rules" means any rule or rules established by or under the Income Tax Act that limits a benefit payable to a Member under the EGD Plan or the EI Plan as of the date in respect of which a determination of his benefit thereunder is required for purposes of this Plan. Such rules include, but are not necessarily limited to:

(a) limitations on defined benefit pension benefits payable to high income employees,

(b) limitations on the recognition of earnings for the purpose of determining the amount of defined benefit pensions,

(c) limitations on the crediting of service for employees employed outside of Canada,

(d) limitations on the annual defined benefit accrual rate, and

(e) limitations on the crediting of service prior to employment.

1.2.21 "Member" means an Active Member or a Retired Member.

1.2.22 Normal Benefit Form" means, with respect to benefits subject to Code Section 409A, (a) for a Member who is not married on his or her benefit commencement date, a pension payable on the first day of each month during the Member's lifetime commencing with the benefit commencement date, and terminating with the payment for the month in which the Member dies, but with a minimum of one hundred eighty (180) monthly payments (even if the Member should die prior to receiving such minimum number of payments); and (b) for a Member who is married on his or benefit commencement date, an annuity for the life of the Member with a survivor annuity payable to the Member's spouse in an amount equal to sixty percent (60%) of the monthly amount of the annuity payable to the Member during the Member's lifetime; provided, however, that if the Member's spouse is more than eight (8) years younger than the Member, the monthly amount payable to the Member shall be reduced by three tenths (3/10) of one percent (1%) for each year that the difference in age between the Member and his or her spouse exceeds eight (8) years.

1.2.23 "Notional Account" means an Active Member's account established and maintained pursuant to the provisions of Section 6.1.

1.2.24 “Notional Investment Earnings” means the notional amount of investment income credited to an Active Member’s Notional Account pursuant to the provisions of Section 6.3.

1.2.25 “Parent” means Enbridge Inc.

1.2.26 “Participating Employer” means any employer who meets the definition of “Company” in accordance with the EGD Plan or the EI Plan who, subject to the consent of the Board of Directors, agrees to participate in the Plan and be bound by the terms of the Plan.

1.2.37 “Participating Employer Account” means the portion of each of the RCA Fund and the Grantor Trust Fund allocated to a Participating Employer.

1.2.38 “Plan” means this Enbridge Supplemental Pension Plan, as originally effective January 1, 2000, and amended and restated as of January 1, 2005, and as it may thereafter be amended from time to time.

1.2.39 “Plan Assets” means plan assets as defined in the Funding Policy and includes any investment income earned by such assets.

1.2.40 “Plan Year” means the calendar year.

1.2.41 “Post Retirement Adjustment Provisions” means the provisions of the EGD Plan or the EI Plan as applicable in the circumstances that may increase the amount of periodic lifetime retirement benefit after a Member’s retirement.

1.2.42 “RCA Fund” means the trust fund established with the Funding Agency for the purpose of providing benefits under the Plan.

1.2.43 “Retired Member” means a person as defined in Section 1.3.02.

1.2.44 “Senior Management Employee” has the same meaning as in the EI Plan or the EGD Plan, as the case may be.

1.2.45 “Senior Management Pension Plan” means the supplemental pension arrangement described in the employee booklet entitled “The Enbridge Senior Management Pension Plan” effective January 1, 2000 and as amended thereafter. Any and all benefits relating to the Senior Management Pension Plan for the period that a Senior Management Employee is employed by a Participating Employer are documented in this Plan, the EI Plan or the EGD Plan.

1.2.46 "Separation from Service" means the cessation of a Member's services as an Employee of the Parent and any Participating Employer for any reason; provided, however, that transfer of employment between two entities that are included in a "controlled group" within the meaning of Code Sections 414 and 1563 will not constitute Separation from Service for purposes of this Plan; and provided further, the term Separation from Service shall be administered and interpreted in accordance with Code Section 409A.

1.2.47 "Specified Employee" means a Member who is a "key employee" (as defined in Code Section 416(i) without regard to Code Section 416(i)(5)) of the Parent (or an entity which is considered to be a single employer with the Parent under Code Section 414(b) or 414(c)), as determined under Code Section 409A at any time during the twelve (12) month period ending on December 31, but only if the Parent has any stock that is publicly traded on an established securities market or otherwise. Notwithstanding the foregoing, a Member will be deemed to be a Specified Employee solely for the period of April 1 through March 31 following such December 31, except as otherwise may be required under Code Section 409A.

1.2.48 "Spouse" means a Member's spouse as defined in the EGD Plan or the EI Plan as is applicable in the circumstances.

1.2.49 "US Expatriate" means a resident of Canada who is required by the Internal Revenue Code of the United States of America to file a federal income tax return with the Internal Revenue Service of the United States of America.

1.2.50 "US Supplemental Pension Plan" means the Enbridge Supplemental Pension Plan for United States Employees effective as of January 1, 2000, as amended thereafter from time to time.

1.2.51 "US Tax Resident" means a resident of the United States of America.

In the Plan, words importing the singular number include the plural and vice versa, words importing any gender include any other gender, and references to an Article, Articles, Section, Sections, Paragraph or Paragraphs mean an Article, Articles, Section, Sections, Paragraph or Paragraphs in this instrument.

Where the terms of the EGD Plan, the EI Plan or the EUS Plan are referenced, subject to any decision of the Parent to the contrary in a particular case, the reference is to the plan to which the Plan benefits in question are related.

1.3 Eligibility and Membership

1.3.01 Each of the following persons shall be eligible to participate in the Plan and shall be considered an Active Member of the Plan:

(a) any member of the EI Plan whose benefits accrued under the EI Plan on or after the Effective Date are limited as a result of the Maximum Pension Rules or the Maximum DC Pension Rules, and

(b) any member of the EGD Plan whose benefits accrued under the EGD Plan on or after the Effective Date are limited as a result of the Maximum Pension Rules or the Maximum DC Pension Rules,

provided that any accrual of benefits under the Plan shall be suspended during any period that the person is a US Tax Resident.

1.3.02 The following persons are Retired Members:

(a) retired members of the EI Plan listed in Appendix A.

1.4 Contributions

1.4.01 Members are neither required nor permitted to contribute to the Plan.

1.4.02 (a) The Parent shall contribute amounts to the RCA Fund and the Grantor Trust Fund in accordance with the Funding Policy.

(a) The Funding Policy shall define the target level of assets for purposes of Sections 1.4.02(a) and 1.4.05 and shall define Excess Assets for purposes of Sections 1.2.15 and 1.4.06.

Excess Assets, or any portion thereof, may be used to reduce the contributions by the Parent that would otherwise be required under the Plan.

If, due to an administrative or clerical error, the Parent contributes an amount to the RCA Fund or the Grantor Trust Fund that exceeds the amount it is required to contribute in accordance with the Funding Policy, the Parent may require the Funding Agency or the Grantor Trustee, as applicable in the circumstances, to refund the excess contributions to the Parent, provided that the request by the Parent for the refund is made within 60 days following the discovery of the error and such refund is permitted by the related Funding Agreement or Grantor Trust Agreement.

1.4.03 Each Participating Employer shall pay the Parent the portion of the contributions made by the Parent under Section 1.4.02 that are in respect of the Members which

the particular Participating Employer employs or has employed, as determined by the Actuary, within 30 days of the contribution made by the Parent. Such payments shall include the refundable tax amounts that the Parent is required to withhold in accordance with Section 1.5.02.

1.4.04 Subject to Sections 1.4.05 and 1.8, at any time, by resolution of the Human Resources & Compensation Committee amending the Funding Policy, the Parent may elect to discontinue or resume the contributions under Section 1.4.02 to the RCA Fund or the Grantor Trust Fund.

1.4.05 In the event of a Change of Control of the Parent as defined in Section 1.4.07, the Parent shall make contributions to the RCA Fund and the Grantor Trust Fund within a reasonable timeframe, but not later than 180 days after such Change of Control, such that, as of the date of the Change of Control, Plan Assets are no less than the target level of assets as defined in the Funding Policy.

1.4.06 Subject to the provisions of the Grantor Trust Agreement, Sections 1.5.03, 1.5.07, 1.6.03, 1.6.07 and 1.9.02, or any amendment thereto, and notwithstanding any other provisions in the Plan or the Funding Policy to the contrary, the Plan Assets determined at any time shall only be used for the payment of the pension liabilities in respect of which such Plan Assets were contributed by the Parent pursuant to the Funding Policy. Nevertheless, when permitted by the Plan and the related Funding Agreement or Grantor Trust Agreement, Plan Assets that constitute Excess Assets may be paid or transferred to the Parent.

1.4.07 For the purposes of Section 1.4.05, "Change of Control" means:

(a) the sale to a person or acquisition by a person not affiliated with the Parent or its subsidiaries of net assets of the Parent or its subsidiaries having a value greater than 50% of the fair market value of the assets of the Parent and its subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise,

(b) any change in the holding, direct or indirect, of shares of the Parent by a person not affiliated with the Parent as a result of which such person, or a group of persons, or persons acting in concert, or persons associated or affiliated with any such person or group within the meaning of the Securities Act (Alberta), are in a position to exercise effective control of the Parent whether such change in the holding of such shares occurs by way of takeover bid, reconstruction, reorganization, recapitalization,

consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise; and for the purposes of this Plan, a person or group of persons holding shares or other securities in excess of the number which, directly or following conversion thereof, would entitle the holders thereof to cast 20% or more of the votes attaching to all shares of the Parent which, directly or following conversion of the convertible securities forming part of the holdings of the person or group of persons noted above, may be cast to elect directors of the Parent shall be deemed, other than a person holding such shares or other securities in the ordinary course of business as an investment manager who is not using such holding to exercise effective control, to be in a position to exercise effective control of the Parent,

(c) any reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction involving the Parent where shareholders of the Parent immediately prior to such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction hold less than 50% of the shares of the Parent or of the continuing corporation following completion of such reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or other transaction,

(d) the Parent ceases to be a distributing corporation as that term is defined in the Canada Business Corporations Act,

(e) any event or transaction which the Board of Directors, in its discretion, deems to be a Change of Control, or

(f) incumbent directors cease to be a majority of the Board of Directors,

provided that any transaction whereby shares held by shareholders of the Parent are transferred or exchanged for units or securities of a trust, partnership or other entity which trust, partnership or other entity continues to own directly or indirectly all of the shares of the Parent previously owned by the shareholders of the Parent and the former shareholders of the Parent continue to be beneficial holders of such units or securities in the same proportions following the transaction as they were beneficial holders of shares of the Parent prior to the transaction will be deemed not to constitute a Change of Control.

1.4.08 Excess Assets may be paid or transferred to the Parent from the RCA Fund and the Grantor Trust Fund if specific provision to that effect is made in Section 1.5, or 1.6, and in accordance with Section 1.9.02.

1.5 Grantor Trust Fund

1.5.01 The Grantor Trust Fund will be maintained and administered by the Grantor Trustee in accordance with the terms of the Grantor Trust Agreement. The Parent will be responsible for the selection of the Grantor Trustee and may appoint additional or successor Grantor Trustees as, in its sole discretion, may be necessary or desirable for purposes of the Plan.

1.5.02 The Parent shall withhold from its contributions to the Grantor Trust Fund the amount of refundable tax that is required to be withheld under the Income Tax Act with respect to contributions to a retirement compensation arrangement. The refundable tax which is withheld shall be remitted to the Canada Customs and Revenue Agency within the time periods specified in the Income Tax Act. The Parent shall also file the required tax form with respect to total contributions made by the Parent to the Grantor Trust Fund in the calendar year, and any other documents as it may be required to file under the Income Tax Act or the Code, within the time periods specified in the Income Tax Act or the Code.

1.5.03 The Grantor Trustee shall prepare and file the annual tax return for the Grantor Trust Fund, remit from the Grantor Trust Fund any refundable tax required with respect to investment earnings in the Grantor Trust Fund, and file any other documents as it may be required to file under the Income Tax Act or the Code, within the time periods specified in the Income Tax Act or the Code. In addition, where the Canada Customs and Revenue Agency fails to refund to the Grantor Trust Fund any excess refundable tax after assessing an annual tax return, the Grantor Trustee shall promptly apply for a refund of such amounts.

1.5.04 The benefit obligations of the Plan earned by Members while they are US Expatriates, or otherwise subject to Code Section 409A, shall be paid from the Grantor Trust Fund in accordance with the instructions of the Parent. The Grantor Trustee shall be responsible for withholding any taxes and any other statutory deductions required by applicable law from benefit payments from the Grantor Trust Fund.

1.5.05 Notwithstanding Section 1.5.04, the Parent or a Participating Employer may elect to pay benefit obligations of the Plan earned by Members while they are US Expatriates, or otherwise subject to Code Section 409A, from its general funds. The Parent or the Participating Employer shall be responsible for withholding any

taxes and any other statutory deductions required by applicable law from benefit payments from its general funds. Payment of benefit obligations made by the Parent or the Participating Employer shall discharge the liability of the Plan that would otherwise have been payable from the Grantor Trust Fund.

1.5.06 The fiscal year of the Grantor Trust Fund shall be the Plan Year.

1.5.07 Fees of the Grantor Trustee, fees of any investment manager, investment brokerage, transfer taxes and similar costs arising as a result of the making of investments, the sale of assets or the realization of investment yield, and the expenses reasonably incurred or compensation properly paid (including fees and disbursements for the services of the Grantor Trustee, the Actuary, accountants, lawyers and other advisors) in the course of the administration of the Plan with regard to Members who are US Expatriates, or whose benefits are otherwise subject to Code Section 409A, may be paid from the Grantor Trust Fund. (For greater certainty, the fees of an investment manager may be paid from the proceeds of the sale of assets managed by that investment manager.) The Parent may pay any such fees, costs, expenses or other amounts on behalf of the Grantor Trust Fund, subject to reimbursement by the Grantor Trust Fund if permitted under the terms of the Grantor Trust Agreement. Reimbursement may be waived by the Parent. In the event that such fees, costs, expenses or other amounts are paid by the Parent and the Parent waives reimbursement by the Grantor Trust Fund, the Parent may recover an appropriate amount of such fees, costs, expenses or other amounts from each Participating Employer.

1.5.08 No Member, annuitant, joint annuitant, beneficiary or estate or any other person shall have any interest in or right to any part of the earnings of the Grantor Trust Fund, or any rights in or to any part of the assets thereof, except as expressly provided for in the Plan or the Grantor Trust Agreement, and then such interest or rights shall only be to the extent of such provisions.

1.5.09 The Parent, or its duly appointed delegate, shall have full authority to direct the investment of the Grantor Trust Fund, provided that such investment shall be directed so that the Grantor Trustee has liquid assets available as required for benefit payments and other payments that the Funding Agency is required to make from the Grantor Trust Fund as they fall due.

1.5.10 A Participating Employer Account shall be established on behalf of each Participating Employer whose employees accrue benefits that are payable from the Grantor Trust Fund. Any and all transactions in respect of the Grantor Trust Fund shall be allocated to the applicable Participating Employer Account in a manner determined by the Parent on the advice of the Actuary.

1.5.11 There may be paid or transferred to the Parent by the Grantor Trustee, at any time in a year upon resolution of the Human Resources & Compensation Committee, assets from the Grantor Trust Fund in an amount that does not exceed the Excess Assets at the particular time if permitted under the terms of the Grantor Trust Agreement.

1.5.12 The Parent may, in its sole discretion and by way of a resolution of the Human Resources & Compensation Committee, pay or transfer Excess Assets that have been paid from the Grantor Trust Fund that are attributable to a Participating Employer to the Participating Employer Account of another Participating Employer.

1.6 RCA Fund

1.6.01 The RCA Fund will be maintained and administered by the Funding Agency in accordance with the terms of the Funding Agreement. The Parent will be responsible for the selection of the Funding Agency and may appoint additional or successor Funding Agencies as, in its sole discretion, may be necessary or desirable for purposes of the Plan.

1.6.02 The Parent shall withhold from its contributions to the RCA Fund the amount of refundable tax that is required to be withheld under the Income Tax Act with respect to contributions to a retirement compensation arrangement. The refundable tax which is withheld shall be remitted to the Canada Customs and Revenue Agency within the time periods specified in the Income Tax Act. The Parent shall also file the required tax form with respect to total contributions made by the Parent to the RCA Fund in the calendar year, and any other documents as it may be required to file under the Income Tax Act, within the time periods specified in the Income Tax Act.

1.6.03 The Funding Agency shall prepare and file the annual tax return for the RCA Fund, remit from the RCA Fund any refundable tax required with respect to investment earnings in the RCA Fund, and file any other documents as it may be required to file under the Income Tax Act, within the time periods specified in the Income Tax Act. In addition, where the Canada Customs and Revenue Agency fails to refund to the RCA Fund any excess refundable tax after assessing an annual tax return, the Funding Agency shall promptly apply for a refund of such amounts.

1.6.04 The benefit obligations of the Plan earned by Members while they are not US Tax Residents or US Expatriates shall be paid from the RCA Fund in accordance with

the instructions of the Parent. The Funding Agency shall be responsible for withholding any taxes and any other statutory deductions required by applicable law from benefit payments from the RCA Fund.

1.6.05 Notwithstanding Section 1.6.04, the Parent or a Participating Employer may elect to pay benefit obligations of the Plan earned by Members while they are not US Tax Residents or US Expatriates from its general funds. The Parent or the Participating Employer shall be responsible for withholding any taxes and any other statutory deductions required by applicable law from benefit payments from its general funds. Payment of benefit obligations made by the Parent or the Participating Employer shall discharge the liability of the Plan that would otherwise have been payable from the RCA Fund.

1.6.06 The fiscal year of the RCA Fund shall be the Plan Year.

1.6.07 Fees of the Funding Agency, fees of any investment manager, investment brokerage, transfer taxes and similar costs arising as a result of the making of investments, the sale of assets or the realization of investment yield, and the expenses reasonably incurred or compensation properly paid (including fees and disbursements for the services of the Funding Agency, the Actuary, accountants, lawyers and other advisors) in the course of the administration of the Plan in respect of Members who are not US Tax Residents or US Expatriates may be paid from the RCA Fund. (For greater certainty, the fees of an investment manager may be paid from the proceeds of the sale of assets managed by that investment manager.) The Parent may pay any such fees, costs, expenses or other amounts on behalf of the RCA Fund, subject to reimbursement by the RCA Fund. Reimbursement may be waived by the Parent. In the event that such fees, costs, expenses or other amounts are paid by the Parent and the Parent waives reimbursement by the RCA Fund, the Parent may recover an appropriate amount of such fees, costs, expenses or other amounts from each Participating Employer.

1.6.08 No Member, annuitant, joint annuitant, Beneficiary, estate or any other person shall have any interest in or right to any part of the earnings of the RCA Fund, or any rights in or to any part of the assets thereof, except as expressly provided for in the Plan, and then such interest or rights shall only be to the extent of such provisions.

1.6.09 The Parent, or its duly appointed delegate, shall have full authority to direct the investment of the RCA Fund, provided that such investment shall be directed so that the Funding Agency has liquid assets available as required for benefit payments and other payments that the Funding Agency is required to make from the RCA Fund as they fall due.

1.6.10 A Participating Employer Account shall be established on behalf of each Participating Employer whose employees accrue benefits that are payable from the RCA Fund. Any and all transactions in respect of the RCA Fund shall be allocated to the applicable Participating Employer Account in a manner determined by the Parent on the advice of the Actuary.

1.6.11 There may be paid or transferred to the Parent by the Funding Agency, at any time in a year upon resolution of the Human Resources & Compensation Committee, assets from the RCA Fund in an amount that does not exceed the Excess Assets at the particular time.

1.6.12 The Parent may, in its sole discretion and by way of a resolution of the Human Resources & Compensation Committee, pay or transfer Excess Assets from the RCA Fund that are attributable to a Participating Employer to the Participating Employer Account of another Participating Employer.

1.6.13 Notwithstanding any other provision herein, if a Member who is not a US Expatriate becomes a US Tax Resident and a member of the US Supplemental Plan, any increase in the amount of benefit payable to such Member under the Plan based on his earnings while a member of the US Supplemental Plan shall be paid from the Grantor Trust Fund. If such Member ceases to be a US Tax Resident, the benefit payable from the Grantor Trust Fund under this section shall cease to be payable therefrom and shall be payable from the RCA Fund, unless such benefit earned while a member of the US Supplemental Plan is subject to Code Section 409A, in which case the benefit shall remain payable from the Grantor Trust Fund.

1.7 Administration of the Plan

1.7.01 The Parent shall be responsible for the overall administration, interpretation, and application of the Plan, and all decisions of the Parent in connection with the administration, interpretation, and application of the Plan shall be binding upon the Parent, the Participating Employers and the Members. The Parent may enact such rules and regulations relating to the operation of the Plan as are consistent with the terms of the Plan and as it considers necessary for the carrying out of its provisions and may amend or revoke such rules and regulations from time to time.

1.7.02 The Parent may delegate its powers and duties with respect to the Plan to any person, persons or firm as it may determine, whether or not the members of the firm or the person or persons are employees, officers or directors of the Parent. The Parent may authorize the firm, person or persons so determined by it to act on

its behalf and to execute instruments on its behalf. The Funding Agency and the Grantor Trustee may rely upon any instrument signed on behalf of such firm, or by any person or persons so authorized by the Parent and certified by the Parent to be so authorized, as properly and effectively evidencing the action of the Parent.

1.7.03 The Parent, the Participating Employers, the Human Resources & Compensation Committee members or any employee or servant of the Parent or the Participating Employers shall not be liable for any honest error in judgement, nor shall they be liable for any liability or debt of the RCA Fund or the Grantor Trust Fund, nor for the non-fulfilment of any contract, nor for any other liability arising in connection with the administration of the RCA Fund, the Grantor Trust Fund or the Plan, nor for any other duty or obligation as referred to in the Plan; provided, however, that nothing herein shall exempt the Parent, the Participating Employers, the Human Resources & Compensation Committee members or any employee or servant of the Parent or the Participating Employers from any liability, obligation or debt arising out of their acts or omissions done or suffered in bad faith or through wilful misconduct.

1.7.04 The Parent shall indemnify and save harmless the Human Resources & Compensation Committee members and any employee or servant of the Parent or the Participating Employers who are involved in the administration of the Plan from any and all claims, losses, damages, expenses and liability which may result from their acts, omissions or conduct in their formal capacity to the full extent permitted by law except for their acts or omissions done or suffered in bad faith or through wilful misconduct provided, however, that no part of the RCA Fund or the Grantor Trust Fund shall be used for indemnification payments.

1.7.05 The Parent and any person or firm appointed by the Parent in accordance with Section 1.7.02 shall be entitled to rely conclusively upon all tables, valuations, certifications, opinions and reports which may be furnished by the Actuary or by an accountant, counsel or other person who may be employed or engaged for such purposes.

1.7.06 Whenever the records of the Parent or a Participating Employer are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned unless and until they are proven to be in error.

1.7.07 All benefits payable from the Plan shall be paid in the lawful currency of Canada.

1.8 General Provisions

1.8.01 Participation in this Plan does not confer upon any Member any rights that he did not otherwise possess as an Employee except to such benefits as have specifically accrued to him under the terms of the Plan. Nothing contained in the Plan may be deemed to give any Employee the right to be retained in the employ of the Participating Employer or to interfere with the right of the Participating Employer to discharge any Employee at any time without regard to the effect that such discharge might have upon the Employee as a Member under the Plan.

1.8.02 Except as otherwise required by applicable law, all benefits provided under the terms of the Plan are for the Member's own use and benefit, are not capable of assignment or alienation, and do not confer upon any Member, personal representative or dependent, or any other person, any right or interest in the benefit or deferred benefit that is capable of being assigned or otherwise alienated, nor is any such benefit capable of surrender or commutation except as provided in the Plan.

1.8.03 (a) Except as otherwise required by applicable law, no benefit, or portion thereof, paid or payable under the Plan:

(i) is subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Alberta or another relevant jurisdiction; or

(ii) may be divided at source or become payable to the Spouse or former Spouse of a Member in respect of such Member's marriage breakdown, divorce, or other dissolution, including, without limitation, pursuant to any "domestic relations order" within the meaning of Code Section 414(p)(1)(B).

(b) The limitations set out in (a) above apply notwithstanding any division of benefits on marriage breakdown occurring with respect to benefits payable from the EGD Plan or the EI Plan, as applicable. Provisions of the Plan stating that Plan benefits are payable on the same terms and conditions as benefits payable from the EGD Plan or the EI Plan, as applicable, shall be interpreted to exclude such a division of benefits.

(c) Notwithstanding any provision to the contrary in this Section 1.8.03, if, as required by applicable law, a benefit payable under this Plan is divided at

source or become payable to the Spouse or former Spouse of a Member in respect of such Member's marriage breakdown, such benefit shall be calculated and paid to the Spouse or former Spouse in the manner determined by the Parent. For purposed of clarity, "as required by applicable law" as used in this provision shall not be construed to include a "domestic relations order" within the meaning of Code Section 414(p)(1)(B).

1.8.04 If the Parent receives evidence which in its absolute discretion is satisfactory to it that a person entitled to receive any payment provided for in the Plan is physically or mentally incompetent to receive such payment and to give a valid release therefor, then the Parent may direct the payment to the duly appointed legal guardian, committee or other legal representative of the payee, and such payment shall be a valid and complete discharge to the Plan for the payment.

1.8.05 Any application, notice or election under the Plan by a Member, Spouse or Beneficiary must be made, given or communicated, as the case may be, in such manner as the Parent may determine.

1.8.06 Any payment to be made under the Plan to a person during his lifetime only will cease with the payment made in the month which his death occurs.

1.8.07 No benefits shall be paid under the Plan while a Member continues to accrue service under the EGD Plan, the EI Plan or the EUS Plan, as applicable in the circumstances, except as provided for upon the discontinuance of the Plan or the discontinuance of the participation in the Plan by a Participating Employer pursuant to Section 1.9.

1.8.08 The Plan and all rights thereunder shall be governed, interpreted and administered in accordance with (a) the laws of the province of Alberta and the laws of Canada applicable therein, and (b) for Members subject to United States federal income taxation, the Code.

1.8.09 If any provision of the Plan is held to be invalid or unenforceable by a court of competent jurisdiction, its invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be interpreted and enforced as if such provision had not been included therein.

1.8.10 The Parent, the RCA Fund and the Grantor Trust Fund are not liable to pay in total any more than the benefit determined under the applicable provision of the Plan, whether to either or both of a Member and any person who establishes a claim against the Member's entitlement. In particular, but without restricting the

generality of the foregoing, if there is any requirement in law that a person other than the person identified by the terms of the Plan is entitled to all or part of the benefit payable under the Plan, then the lawful requirement shall prevail over the provisions of the Plan.

1.9 Amendment or Discontinuance

1.9.01 The Parent expects to continue the Plan indefinitely, but nevertheless reserves the right to:

(a) amend the Plan;

(b) discontinue the Plan; or

(c) amend the Plan to merge or consolidate the Plan with any other pension plan adopted by the Board of Directors;

provided that no such action shall reduce the benefits which have accrued immediately prior to the time such action is taken, except as provided in Section 1.9.02.

Any amendment or discontinuation of the Plan shall be made by:

(d) the adoption of a resolution by the Board of Directors;

(e) the execution of a certificate of amendment by an officer of the Parent authorized by a resolution of the Board of Directors to amend the plan; or

(f) the adoption of a resolution by the Human Resources & Compensation Committee when authorized to do so by the Board of Directors.

1.9.02 If the Plan is wholly terminated:

(a) the Parent shall not be obligated to make any further contributions to the Plan,

(b) the assets then held under the RCA Fund and the Grantor Trust Fund shall be allocated for the provision of benefits, and

(c) the Commuted Lump Sum Values and the value of the Notional Accounts accrued to the date of Plan termination pursuant to the

applicable provisions of the Plan, to which the Members, their Spouses, Beneficiaries and joint annuitants are entitled, as determined by the Parent in consultation with the Actuary, shall become due and payable, unless the payment thereof would result in adverse taxation to the Member under Code Section 409A.

Notwithstanding Paragraph 1.9.02(a), in the event that assets held under the RCA Fund or the Grantor Trust Fund are not sufficient to provide all benefits payable therefrom, the Parent shall contribute to the RCA Fund or the Grantor Trust Fund, as is applicable, the amount of the insufficiency such that the Commuted Lump Sum Values and the value of the Notional Accounts payable from the RCA Fund and the Grantor Trust Fund are paid in full. Amounts equal to such additional contributions shall be paid by each Participating Employer, as is applicable, to the Parent.

In the event that such additional contributions cannot be made by the Parent due to bankruptcy or insolvency, the Funding Agency or the Grantor Trustee, as is applicable, shall pay the following amounts in the order indicated:

(d) first, the termination expenses and any unpaid trustee expenses payable under the Funding Agreement or the Grantor Trust Agreement, as is applicable;

(e) second, if there are Plan Assets still remaining in the RCA Fund or the Grantor Trust Fund, as is applicable, there shall be paid to each Member, Spouse or Beneficiary entitled to a benefit from the applicable fund the lesser of:

(i) an amount equal to the fund's pension liability described in Section 1.4.06 applicable to such Member, Spouse or Beneficiary at the date of the termination of the Plan; and

(ii) an amount equal to the ratio of the amount determined in subparagraph (e)(i) above for such Member, Spouse or Beneficiary to the aggregate of the amounts determined in subparagraph (e)(i) above for all such Members, Spouses or Beneficiaries multiplied by the applicable Plan Assets; and

(f) third, if there are Plan Assets still remaining in the RCA Fund or the Grantor Trust Fund, as is applicable, there shall be paid to each Member, Spouse or Beneficiary entitled to a benefit from the applicable fund the lesser of:

(i) any portion of the Commuted Lump Sum Value and the value of the Notional Account applicable to the fund and to such Member, Spouse or Beneficiary at the date of the termination of the Plan that was not paid under subparagraph (e)(i) above; and

(ii) an amount equal to the ratio of the amount determined in subparagraph (f)(i) above for such Member, Spouse or Beneficiary to the aggregate of the amounts determined in subparagraph (f)(i) above for all such Members, Spouses and Beneficiaries multiplied by the applicable Plan Assets.

If after the provision of all such Commuted Lump Sum Values and the value of any Notional Accounts, as is applicable, to the Members, their Spouses, Beneficiaries and joint annuitants, there remain any Excess Assets in the RCA Fund or the Grantor Trust Fund, the Excess Assets shall revert to the Parent or shall be applied as the Parent may direct.

1.9.03 In the event that a Participating Employer's board of directors passes a resolution to discontinue its participation in the Plan or the Board of Directors passes a resolution that states that a Participating Employer is no longer permitted to participate in the Plan:

(a) the Parent shall not be obligated to make any further contributions to the Plan with respect to the Members employed by such Participating Employer,

(b) the assets allocated to the relevant Participating Employer Account shall be allocated for the provision of benefits accrued by Members in respect of their employment with the Participating Employer, and

(c) the associated Commuted Lump Sum Values and the value of the Notional Accounts accrued to the date of termination relating to benefits accrued by Members in respect of their employment with the Participating Employer, pursuant to the applicable provisions of the Plan, to which the Members, their Spouses, Beneficiaries and joint annuitants are entitled, as determined by the Parent in consultation with the Actuary, shall become due and payable, unless payment thereof would result in adverse taxation to the Member under Code Section 409A.

Notwithstanding Paragraph 1.9.03(a), in the event that assets held under the Participating Employer Account of the RCA Fund or the Grantor Trust Fund are

not sufficient to provide all benefits payable therefrom, the Parent shall contribute to the RCA Fund or the Grantor Trust Fund, as is applicable, the amount of the insufficiency such that the Commuted Lump Sum Values and the value of the Notional Accounts are paid in full. An amount equal to such additional contribution shall be paid by the Participating Employer to the Parent.

If after the provision of all such accrued benefits to the Members, their Spouses, Beneficiaries and joint annuitants, there remain any Plan Assets in the Participating Employer Account, those Plan Assets shall revert to the Parent or shall be applied as the Parent may direct.

1.9.04 Where one or more Members cease to be employed by a Participating Employer and thereby cease to accrue benefits due to the sale of all or a portion of a Participating Employer or its business to a third-party purchaser, the Parent may elect, subject to the agreement of the purchaser, to transfer to the purchaser any and all obligations payable under the terms of the Plan with regard to such Participating Employer. The Parent may also elect, subject to the agreement of the purchaser, to transfer the value of the applicable Participating Employer Account to (a) an RCA trust (as defined in subsection 207.5(1) of the Income Tax Act) established by the purchaser or (b) a grantor trust within the meaning of Code Sections 671-677, as is applicable. Following the transfer of such obligations and Participating Employer Account, if applicable, Members whose benefits would have been payable pursuant to the Plan shall cease to be Members and shall have no further entitlement under the Plan.

1.9.05 Amounts payable pursuant to Sections 1.9.02 and 1.9.03 shall be paid:

(a) if the Member is alive, directly to the Member,

(b) if the Member is not alive, directly to the Member's Spouse or Beneficiary as applicable in the circumstances.

1.9.06 Notwithstanding the other provisions of the Plan, for the purposes of Sections 1.9.02 and 1.9.03, the calculation of Commuted Lump Sum Values shall be based on the interest rate that would otherwise be used to determine the Commuted Lump Sum Value multiplied by one minus the highest marginal personal income tax rate applicable at the relevant time in the appropriate jurisdiction.

2. Defined Benefit Provisions Relating to EI Plan Benefits Accrued by Active Members

2.0 Application of Article 2

The benefits payable, if any, from the Plan to an Active Member associated with his benefits accrued under the defined benefit provisions of the EI Plan are those determined in accordance with the following Sections of this Article 2. For all purposes of Article 2, any benefit attributable to service accrued while a US Tax Resident shall be excluded from the calculation of the benefit payable from the defined benefit provisions of the EI Plan.

2.1 Retirement Benefits

2.1.01 Amount of Retirement Benefits

An Active Member who retires under the terms of the EI Plan shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the Active Member's monthly retirement benefit payable in accordance with the defined benefit provisions of the EI Plan, but as if the Maximum Pension Rules did not apply and the Post Retirement Adjustment Provisions were replaced by Section 5.1.01; over

(b) the monthly retirement benefit payable in accordance with the defined benefit provisions of the EI Plan.

2.1.02 Payment of Retirement Benefits

The monthly retirement benefit provided to a Member under Section 2.1.01 shall be payable to the Member at the same time and on the same terms and conditions that apply to the pension benefit paid to the Member from the EI Plan. Notwithstanding the previous sentence, with respect to any Member who is a Specified Employee as of the date of such Member's Separation from Service due to retirement, benefits that are subject to Code Section 409A shall not commence payment earlier than the first day of the month coincident with or next following the date that is six (6) months after the date of the Member's Separation from Service.

With respect to Plan Years beginning on or after January 1, 2008, the accrued benefits of any Member subject to Code Section 409A shall commence payment on his Benefit Commencement Date. Benefits subject to Code Section 409A shall be paid in the form of monthly pension payable in the Normal Benefit Form.

However, if a Member has not commenced receiving a benefit payment under the Plan, the Member may request, on a form provided by the Parent, that the form of distribution be changed from one type of life annuity (within the meaning of Code Section 409A) to another type of life annuity, to the extent such forms of benefit payment are available under the Plan and the EI Plan.

With respect to Plan Years beginning on or after January 1, 2008, for any Member whose date of Separation from Service is on or after such Member's 55th birthday, the payment in the first month will be equal to the sum of seven monthly pension payments. This initial payment will constitute seven monthly payments for the purposes of determining the number of guaranteed monthly payments that have been paid to, or on behalf of, the Member.

In determining the amount of monthly retirement benefit for the purposes of Section 2.1.01(a):

(a) the monthly retirement benefit under an elected optional form in accordance with the defined benefit provisions of the EI Plan may exceed the amount of retirement income payable under the normal form,

(b) where section 1.5.03(a) of the EI Plan applies, the amounts considered as offsets in sections 2.1.02(a)(v) and 2.1.02(b)(ii) of the EI Plan shall include amounts payable from both the EUS Plan and the US Supplemental Pension Plan,

(c) a Member's Earnings shall include amounts received by the Member from an Associate Company except that, where section 1.5.03(a) of the EI Plan applies and the Member's employment ceases while he is employed by an Associate Company, amounts received by a Member from the Associate Company continue to be excluded, and

(d) a Member's Final Average Earnings shall be determined in the same manner as in section 1.2.32 of the EI Plan, except without regard to the final paragraph in that section.

2.2 Death Benefits

2.2.01 Pre-Retirement Death Benefits in Respect of Service Prior to January 1, 2000

In the event of the death of an Active Member who was a Senior Management Employee on January 1, 2000, who had participated in the defined benefit provisions of the EI Plan and who was eligible for pre-retirement death benefits in accordance with the EI Plan, the Active Member's surviving Spouse, or

Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service prior to January 1, 2000, but, if the Active Member was a Senior Management Employee on January 1, 2000, as if the Maximum Pension Rules did not apply; over

(b) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service prior to January 1, 2000.

2.2.02 **Pre-Retirement Death Benefits in Respect of Service After December 31, 1999 and Prior to July 1, 2001**

In the event of the death of an Active Member who had participated in the defined benefit provisions of the EI Plan as a Senior Management Employee prior to July 1, 2001, and who was eligible for pre-retirement death benefits in accordance with the EI Plan, the Active Member's surviving Spouse, or Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after December 31, 1999 and prior to July 1, 2001 while the Member was a Senior Management Employee, but, for the period that the Active Member was a Senior Management Employee, as if the Maximum Pension Rules did not apply; over

(b) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after December 31, 1999 and prior to July 1, 2001 while the Member was a Senior Management Employee.

2.2.03 **Pre-Retirement Death Benefits in Respect of Service After June 30, 2001**

In the event of the death of an Active Member who had accrued benefits under the defined benefit provisions of the EI Plan and who was eligible for pre-retirement death benefits in accordance with the EI Plan, the Active Member's surviving Spouse, or Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after June 30, 2001, but as if the Maximum Pension Rules did not apply; over

(b) the death benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after June 30, 2001.

2.2.04 **Payment of Pre-Retirement Death Benefits**

A pre-retirement death benefit payable in accordance with this Section shall be payable at the same time and on the same terms and conditions that apply to the pre-retirement death benefit paid to the surviving Spouse or Beneficiary from the EI Plan. provided, however, if the surviving Spouse or Beneficiary elects to transfer the Commuted Lump Sum Value of the death benefit payable in accordance with the defined benefit provisions of the EI Plan, the Commuted Lump Sum Value of the death benefit payable in accordance with this Section shall be paid to the surviving Spouse or Beneficiary in a cash lump sum, subject to applicable tax withholding, and no further entitlement under Article 2 shall be payable.

Notwithstanding the above paragraph, for Plan Years beginning on or after January 1, 2008, death benefits subject to Code Section 409A shall be paid to the Member's surviving Spouse in the form of an annuity for the life of the Member's surviving Spouse, commencing as of the Member's Benefit Commencement Date as if the Member had survived to that date. Notwithstanding the foregoing, if the lump sum value of such annuity payable to the Member's surviving Spouse is $10,000 or less, the Plan shall pay the Member's surviving Spouse the lump sum without the surviving Spouse's consent provided that (a) such payment constitutes the Member's entire interest in the Plan and (b) distribution of the Member's entire interest in all similar arrangements constituting nonqualified deferred compensation plans under Code Section 409A is also made as soon as administratively practicable after the Parent receives notification of the Member's death, but in no event later than the later of (1) December 31 of the calendar year of the Member's death or (2) the date that is 2½ months after the date of Member's death. In determining the amount of death benefit for the purposes of Sections 2.2.01(a), 2.2.02(a), and 2.2.03(a):

(a) where Section 1.5.03(a) of the EI Plan applies, the amounts considered as offsets in sections 2.1.02(a)(v) and 2.1.02(b)(ii) of the EI Plan shall include amounts payable from both the EUS Plan and the US Supplemental Pension Plan,

(b) an Active Member's Earnings shall include amounts received by the Member from an Associate Company except that, where Section 1.5.03(a) of the EI Plan applies and the Member's employment ceases while he is

employed by an Associate Company, amounts received by an Active Member from the Associate Company continue to be excluded, and

(c) an Active Member's Final Average Earnings shall be determined in the same manner as in Section 1.2.32 of the EI Plan, except without regard to the final paragraph in that section.

2.3 Termination Benefits

2.3.01 Pre-Retirement Termination Benefits in Respect of Service Prior to January 1, 2000

In the event of the termination of employment of an Active Member who was a Senior Management Employee on January 1, 2000 and who had participated in the defined benefit provisions of the EI Plan, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EI Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service prior to January 1, 2000, but, if the Active Members was a Senior Management Employee on January 1, 2000, as if the Maximum Pension Rules did not apply; over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service prior to January 1, 2000.

2.3.02 Pre-Retirement Termination Benefits in Respect of Service After December 31, 1999 and Prior to July 1, 2001

In the event of the termination of employment of an Active Member who had participated in the defined benefit provisions of the EI Plan as a Senior Management Employee prior to July 1, 2001, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EI Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after December 31, 1999 and prior to July 1, 2001 while the Member was a Senior Management Employee, but, for the period that the Active Member was a Senior

Management Employee, as if the Maximum Pension Rules did not apply; over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after December 31, 1999 and prior to July 1, 2001 while the Member was a Senior Management Employee.

2.3.03 **Pre-Retirement Termination Benefits in Respect of Service After June 30, 2001**

In the event of the termination of employment of an Active Member who had participated in the defined benefit provisions of the EI Plan, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EI Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after June 30, 2001, but as if the Maximum Pension Rules did not apply; over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EI Plan in respect of service after June 30, 2001.

2.3.04 **Payment of Termination Benefits**

A pre-retirement termination benefit payable in accordance with this Section shall be payable at the same time and on the same terms and conditions that apply to the benefit paid to the Member from the EI Plan; provided, however, if the Member is a Specified Employee, termination benefits will commence payment on the first day of the month coincident with or next following the date he attains age 60. Notwithstanding the preceding sentence, if the Member elects to transfer the Commuted Lump Sum Value of his pre-retirement termination benefit payable in accordance with the defined benefit provisions of the EI Plan, the Commuted Lump Sum Value of the termination benefit payable in accordance with this Section shall be paid to the Member in a cash lump sum, subject to applicable tax withholding. Upon receipt of this payment, the Member will cease to be a Member and no further entitlement under Article 2 shall be payable.

For Plan Years beginning on or after January 1, 2008, termination benefits subject to Code Section 409A shall be payable only upon the Member's Separation from

Service. Benefits subject to Code Section 409A shall be paid in the form of monthly pension payable in the Normal Benefit Form. However, if a Member has not commenced receiving a benefit payment under the Plan, the Member may request, on a form provided by the Parent, that the form of distribution be changed from one type of life annuity (within the meaning of Code Section 409A) to another type of life annuity, to the extent such forms of benefit payment are available under the Plan and the EI Plan.

In determining the amount of termination benefit for the purposes of Sections 2.3.01(a), 2.3.02(a), and 2.3.03(a):

(a) where Section 1.5.03(a) of the EI Plan applies, the amounts considered as offsets in Sections 2.1.02(a)(v) and 2.1.02(b)(ii) of the EI Plan shall include amounts payable from both the EUS Plan and the US Supplemental Pension Plan,

(b) a Member's Earnings shall include amounts received by the Member from an Associate Company except that, where Section 1.5.03(a) of the EI RPP applies and the Member's employment ceases while he is employed by an Associate Company, amounts received by a Member from the Associate Company continue to be excluded, and

(c) an Active Member's Final Average Earnings shall be determined in the same manner as in Section 1.2.32 of the EI RPP, except without regard to the final paragraph in that section.

3. Defined Benefit Provisions Relating to EGD Plan Benefits

3.0 Application of Article 3

The benefits payable, if any, from the Plan to an Active Member associated with his benefits accrued under the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan are those determined in accordance with the following Sections of this Article 3. For all purposes of Article 3, any benefit attributable to service accrued while a US Tax Resident shall be excluded from the calculation of the benefit payable from the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan.

3.1 Retirement Benefits

3.1.01 **Amount of Retirement Benefits in Respect of Service Prior to January 1, 2000 for Members who were Senior Management Employees on January 1, 2000**

An Active Member who was a Senior Management Employee on January 1, 2000 and who retires under the terms of the EGD Plan shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the Active Member's monthly retirement benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000, but as if the reduction upon early retirement did not exceed ¼ of 1% for every complete month, if any, prior to his attainment of age 60 and, if he is a member of the EGD Supplementary Plan, as if the Maximum Pension Rules did not apply; over

(b) the monthly retirement benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000.

3.1.02 **Amount of Retirement Benefits in Respect of Service Prior to July 1, 2001**

An Active Member who retires under the terms of the EGD Plan shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the Active Member's monthly retirement benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service prior to July 1, 2001, but as if Section 4.02(2) of the EGD Plan did not restrict earnings growth to increases in the Average Industrial Wage, over

(b) the monthly retirement benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service prior to July 1, 2001.

3.1.03 **Amount of Retirement Benefits in Respect of Service After June 30, 2001**

An Active Member who retires under the terms of the EGD Plan shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the Active Member's monthly retirement benefit payable at retirement in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service after June 30, 2001, but as if the Maximum Pension Rules did not apply and as if Section 4.02(2) of the EGD Plan did not restrict earnings growth to increases in the Average Industrial Wage, over

(b) the monthly normal retirement benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service after June 30, 2001.

3.1.04 **Payment of Retirement Benefits**

The monthly retirement benefit payable to a Member under Sections 3.1.01 and 3.1.02 of the Plan shall be payable to the Member at the same time and on the same terms and conditions that apply to the pension benefit paid to the Member from the. EGD Plan. Notwithstanding the previous sentence, with respect to any Member who is a Specified Employee as of the date of such Member's Separation from Service due to retirement, benefits that are subject to Code Section 409A shall not commence payment earlier than the first day of the month coincident with or next following the date that is six (6) months after the date of the Member's Separation from Service.

With respect to Plan Years beginning on or after January 1, 2008, the accrued benefits of any Member subject to Code Section 409A shall commence payment on his Benefit Commencement Date. Benefits subject to Code Section 409A shall be paid in the form of monthly pension payable in the Normal Benefit Form. However, if a Member has not commenced receiving a benefit payment under the Plan, the Member may request, on a form provided by the Parent, that the form of distribution be changed from one type of life annuity (within the meaning of Code Section 409A) to another type of life annuity, to the extent such forms of benefit payment are available under the Plan and the EGD Plan.

With respect to Plan Years beginning on or after January 1, 2008, for any Member whose date of Separation from Service is on or after such Member's 55th birthday, the payment in the first month will be equal to the sum of seven monthly pension payments. This initial payment will constitute seven monthly payments for the purposes of determining the number of guaranteed monthly payments that have been paid to, or on behalf of, the Member.

In determining the amount of monthly retirement benefits for the purposes of Section 3.1.01(a), the monthly retirement benefit under an elected optional form in accordance with the defined benefit provisions of the EGD Plan may exceed the amount of retirement income payable under the normal form.

3.2 Death Benefits

3.2.01 **Pre-Retirement Death Benefits in Respect of Service Prior to January 1, 2000 for Members who were Senior Management Employees on January 1, 2000**

In the event of the death of an Active Member who was a Senior Management Employee on January 1, 2000, who had participated in the defined benefit provisions of the EGD Plan and who was eligible for pre-retirement death benefits in accordance with the EGD Plan, the Active Member's surviving Spouse, or Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000, but in accordance with the normal form of pension applicable to Section 3.1.01(a) and as if the reduction upon early retirement did not exceed ¼ of 1% for every complete month, if any, prior to his attainment of age 60 and if he was a member of the EGD Supplementary Plan, as if the Maximum Pension Rules did not apply; over

(b) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000.

3.2.02 **Pre-Retirement Death Benefits in Respect of Service Prior to July 1, 2001**

In the event of the death of an Active Member who had participated in the defined benefit provisions of the EGD Plan and who was eligible for pre-retirement death benefits in accordance with the EGD Plan, the Active Member's surviving Spouse, or Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service prior to July 1, 2001, but as if Section 4.02(2) of the EGD Plan did not restrict earnings growth to increases in the Average Industrial Wage, over

(b) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service prior to July 1, 2001.

3.2.03 **Pre-Retirement Death Benefits in Respect of Service After June 30, 2001**

In the event of the death of an Active Member who had participated in the defined benefit provisions of the EGD Plan and who was eligible for pre-retirement death benefits in accordance with the EGD Plan, the Active Member's surviving

Spouse, or Beneficiary if there is no surviving Spouse, shall be entitled to a death benefit equal to the excess, if any, of:

(a) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service after June 30, 2001, but as if the Maximum Pension Rules did not apply but as if Section 4.02(2) of the EGD Plan did not restrict earnings growth to increases in the Average Industrial Wage, over

(b) the death benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service after June 30, 2001.

3.2.04 **Payment of Pre-Retirement Death Benefits**

A pre-retirement death benefit payable in accordance with this Section shall be payable at the same time and on the same terms and conditions that apply to the pre-retirement death benefit paid to the surviving Spouse or Beneficiary from the EGD Plan; provided, however, if the surviving Spouse or Beneficiary elects to transfer the Commuted Lump Sum Value of the death benefit payable in accordance with the defined benefit provisions of the EGD Plan, the Commuted Lump Sum Value of the death benefit payable in accordance with this Section shall be paid to the surviving Spouse or Beneficiary in a cash lump sum, subject to applicable tax withholding, and no further entitlement under Article 3 shall be payable.

Notwithstanding the above paragraph, for Plan Years beginning on or after January 1, 2008, death benefits subject to Code Section 409A shall be paid to the Member's surviving Spouse in the form of an annuity for the life of the Member's surviving Spouse, commencing as of the Member's Benefit Commencement Date as if the Member had survived to that date. Notwithstanding the foregoing, if the lump sum value of such annuity payable to the Member's surviving Spouse is $10,000 or less, the Plan shall pay the Member's surviving Spouse the lump sum without the surviving Spouse's consent provided that (a) such payment constitutes the Member's entire interest in the Plan and (b) distribution of the Member's entire interest in all similar arrangements constituting nonqualified deferred compensation plans under Code Section 409A is also made as soon as administratively practicable after the Parent receives notification of the Member's death, but in no event later than the later of (1) December 31 of the calendar year of the Member's death or (2) the date that is 2½ months after the date of Member's death.

3.3 Termination Benefits

3.3.01 **Pre-Retirement Termination Benefits in Respect of Service Prior to January 1, 2000 for Members who were Senior Management Employees on January 1, 2000**

In the event of the termination of employment of an Active Member who was a Senior Management Employee on January 1, 2000 and who had participated in the defined benefit provisions of the EGD Plan, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EGD Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000, but in accordance with the normal form of pension applicable to Section 3.1.01(a) and as if the reduction upon early retirement did not exceed ¼ of 1% for every complete month, if any, prior to his attainment of age 60 and if he is a member of the EGD Supplementary Plan, as if the Maximum Pension Rules did not apply; over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to January 1, 2000.

3.3.02 **Pre-Retirement Termination Benefits in Respect of Service Prior to July 1, 2001**

In the event of the termination of employment of an Active Member who had participated in the defined benefit provisions of the EGD Plan, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EGD Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service prior to July 1, 2001, but as if Section 4.02(2) of the EGD Plan did not restrict earnings growth to increases in the Average Industrial Wage, over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan and the EGD Supplementary Plan in respect of service prior to July 1, 2001.

3.3.03 **Pre-Retirement Termination Benefits in Respect of Service After June 30, 2001**

In the event of the termination of employment of an Active Member who had participated in the defined benefit provisions of the EGD Plan, provided that the termination of employment is for a reason other than death and occurs prior to the date on which he becomes eligible to retire in accordance with the EGD Plan, the Active Member shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service after June 30, 2001, but as if the Maximum Pension Rules did not apply; over

(b) the termination benefit payable in accordance with the defined benefit provisions of the EGD Plan in respect of service after June 30, 2001.

3.3.04 **Payment of Termination Benefits**

A pre-retirement termination benefit payable in accordance with this Section shall be payable at the same time and on the same terms and conditions that apply to the benefit paid to the Member from the EGD Plan; provided, however, if the Member is a Specified Employee, termination benefits will commence payment on the first day of the month coincident with or next following the date he attains age 60. Notwithstanding the previous sentence, if the Member elects to transfer the Commuted Lump Sum Value of his pre-retirement termination benefit payable in accordance with the defined benefit provisions of the EGD Plan, the Commuted Lump Sum Value of the termination benefit payable in accordance with this Section shall be paid to the Member in a cash lump sum, subject to applicable tax withholding. Upon receipt of this payment, the Member will cease to be a Member and no further entitlement under Article 3 shall be payable.

For Plan Years beginning on or after January 1, 2008, termination benefits subject to Code Section 409A shall be payable only upon the Member's Separation from Service. Benefits subject to Code Section 409A shall be paid in the form of monthly pension payable in the Normal Benefit Form. However, if a Member has not commenced receiving a benefit payment under the Plan, the Member may request, on a form provided by the Parent, that the form of distribution be changed

from one type of life annuity (within the meaning of Code Section 409A) to another type of life annuity, to the extent such forms of benefit payment are available under the Plan and the EGD Plan.

4. Benefits Payable to Retired Members from the EI Plan

4.0 Application of Article 4

The benefits payable, if any, from the Plan to a Retired Member who retired, terminated employment with a Participating Employer, or died, prior to January 1, 2000, in respect of his service accrued under the defined benefit provisions of the EI Plan, are those determined in accordance with the following sections of this Article 4.

4.1 Retirement Benefits

4.1.01 Amount of Retirement Benefits

A Retired Member as defined in Paragraph 1.3.02(a) or, if applicable, his surviving Spouse shall be entitled to a monthly retirement benefit equal to the excess, if any, of:

(a) the monthly retirement benefit as outlined in Appendix A; over

(b) the monthly retirement benefit payable in accordance with the EI Plan.

4.1.02 Payment of Retirement Benefits

The monthly retirement benefit payable to a Retired Member as defined in Paragraph 1.3.02(a) or, if applicable, to his surviving Spouse shall be payable in accordance with the form specified in Appendix A.

5. Post-Retirement Pension Increases

5.1.01 Annual Increases

(a) Commencing December 1, 2001 and on December 1 of each calendar year thereafter, the amount of periodic lifetime retirement income payable to:

(i) a Member who is entitled to post-retirement increases of the benefit payable to him pursuant to the EGD Plan or the EI Plan, as applicable, or

(ii) the surviving Spouse or Beneficiary of such a Member

that was determined under one or more of Paragraphs 2.1.01(a), 3.1.02(a), 4.1.01(a) and 4.1.02(a) and Appendix B, including previous post-retirement increases provided in accordance with this Section 5.1.01, shall be increased by 50% of the increase in the Consumer Price Index for the calendar year, provided that at least 12 months have elapsed since the Member's retirement date.

(b) Commencing December 1, 2001 and on December 1 of each calendar year thereafter, the amount of periodic lifetime retirement income payable to:

(i) a Member who is entitled to post-retirement increases of the benefit payable to him pursuant to the EGD Plan or the EI Plan, as applicable, or

(ii) to the surviving Spouse or Beneficiary of such a Member

that was determined under Paragraph 3.1.01(a) shall be increased by 55% of the increase in the Consumer Price Index for the calendar year, provided that at least 12 months have elapsed since the Member's Retirement Date and that the rate of increase for any calendar year does not exceed 5%. In the event that such an increase would have been in excess of 5%, the Participating Employer may in its discretion, carry forward the excess for application on a subsequent December 1st when the increase for that calendar year would have been less than 5%.

5.1.02 **Annual Increases –Members with Canadian and United States Benefits**

Notwithstanding Section 5.1.01 for Members who are entitled to annual increases under the US Supplemental Pension Plan, the annual increase that would otherwise have been determined in accordance with Section 5.1.01 may be determined and payable in accordance with the US Supplemental Pension Plan, provided that such determination is in accordance with the determination of Post Retirement Adjustment Provisions under the EI Plan and the EUS Plan.

6. Defined Contribution Provisions

6.0 Application of Article 6

The benefits payable, if any, pursuant to the Plan to an Active Member associated with his benefits accrued under the defined contribution provisions of the EGD Plan or the EI Plan are those determined in accordance with the following Sections of this Article 6. For all purposes of Article 6, any benefit attributable to service accrued while a US Tax Resident shall be excluded from the calculation of the benefit payable from the defined contribution provisions of the EI Plan.

6.1 Establishment and Maintenance of Notional Accounts

The Parent shall establish and maintain a Notional Account for each Member which shall be notionally credited with:

(a) the contributions determined in accordance with Section 6.2; plus

(b) the Notional Investment Earnings credited thereon in the amounts and at the times determined in accordance with Section 6.3.

6.2 Notional Amounts of Contributions

The Notional Account of each Active Member shall be credited monthly with an amount equal to the excess, if any, of:

(a) the company contribution in respect of the defined contribution provisions of the EGD Plan or the EI Plan, as applicable, but as if the Maximum DC Pension Rules did not apply; over

(b) the company contribution in respect of the defined contribution provisions of the EGD Plan or the EI Plan, as applicable.

6.3 Notional Amounts of Investment Earnings

Notional Investment Earnings shall be periodically credited to an Active Member's Notional Account, not less frequently than annually. For this purpose, the deemed income to be credited shall be the yield rate for Government of Canada Marketable Bonds with Average Yields Over 10 Years as published in the Bank of Canada Financial Statistics for the month of January of the Plan Year under CANSIM Series No. B14013, assuming such yield is compounded annually rather than semi-annually.

6.4 Payment of DC Pension Benefits

6.4.01 **Retirement and Termination Benefits**

An Active Member shall be entitled to the distribution of the value of his Notional Account as of the valuation date coincident with or immediately following the date that the Active Member:

(a) retires under the terms of the EGD Plan or the EI Plan, as applicable;

(b) ceases to be employed prior to retirement; or

(a) with respect to Notional Account benefits subject to Code Section 409A, incurs a Separation from Service.

Such amount shall be paid to the Member in an immediate cash lump sum, subject to applicable tax withholding. Upon receipt of this payment, the Member will cease to be a Member and no further entitlement under Article 6 shall be payable.

Notwithstanding the previous sentence, with respect to any Member who is a Specified Employee as of the date of his Separation from Service, benefits that are subject to Code Section 409A shall not be paid earlier than the first day of the month coincident with or next following the date that is six (6) months after the date of his Separation from Service.

6.4.02 **Pre-retirement Death Benefits**

In the event of the death of an Active Member prior to termination of his employment or retirement, the Active Member's surviving Spouse, or if he has no surviving Spouse, the Active Member's Beneficiary designated in accordance with the EGD Plan or the EI Plan, as applicable, shall be entitled to the distribution of the value of the Active Member's Notional Account as of the valuation date coincident with or immediately following the death of the Active Member. Such amount shall be paid to the surviving Spouse or Beneficiary in a cash lump sum, subject to applicable tax withholding. Upon receipt of this payment, the Member will cease to be a Member and no further entitlement under Article 7 shall be payable.

Appendix A

For the purposes of Paragraph 4.1.01(a) and Section 4.1.02, monthly retirement benefits payable to Retired Members at January 1, 2000 are as follows:

Retired Member Name	Form of Pension	Monthly Pension Payable to Retired Member		
		To Age 60	To Age 65	After Age 65 Until Death
BLIGHT, J.	Life Only	$ 1,842.52	$ 1,842.52	$ 1,842.52
COLE, G.	Life Guaranteed 10 Years	9,659.60	9,659.60	9,659.60
HASKAYNE, R.	Life Only	23,848.64	23,848.64	23,848.64
KIRKWOOD, G.	Joint & Survivor 60%	4,727.12	4,727.12	3,927.15
MAC DERMOTT, D.	Joint & Survivor 100%	2,477.36	2,477.36	2,477.36
MC NEILL, K.	Joint & Survivor 100%	6,026.23	6,026.23	6,026.23
OMOTH, W.	Joint & Survivor 60%	3,967.79	3,967.79	3,024.32
PEARCE, W.	Life Only	5,301.82	5,301.82	5,301.82
PHILLIPS, B.	Joint & Survivor 100%	1,804.62	1,804.62	1,804.62
PICK, A.	Joint & Survivor 50%	3,447.24	3,447.24	2,295.30
POTTER, D.	Joint & Survivor 60%	2,576.75	2,421.02	1,442.02
ROSS, D.	Life Only	9,857.46	9,857.46	9,857.46
SAVARD, D.	Joint & Survivor 60%	10,232.20	10,117.33	9,662.28
STEPHENS, S.	Joint & Survivor 75%	5,004.26	5,004.26	5,004.26
WALDON, D.	Life Only	2,905.84	2,905.84	2,905.84
WATKINS, R.	Joint & Survivor 50%	5,901.96	5,901.96	5,901.96

For the purposes of Paragraph 4.1.01(a) and Section 4.1.02, monthly retirement benefits payable to the surviving Spouses of Retired Members at January 1, 2000 are as follows:

Retired Member Name	Form of Pension	Monthly Pension Payable to Retired Member		
		To Age 60	To Age 65	After Age 65 Until Death
SHEASBY, B.A.	Life Only	$2,710.44	$2,710.44	$2,710.44
HEULE, D.	Life Only	$8,457.60	$8,457.60	$8,457.60

Appendix B

Negotiated Pension Benefits

In addition to any benefits payable in accordance with the other Articles of the Plan, the RCA Fund or the Grantor Trust Fund , as the case may be, shall pay any additional pension benefit that is not payable under the EGD Plan or the EI Plan and that is required pursuant to an executive employment agreement executed by a Member and the Parent except that any such additional pension benefit that is a result of a Member's period of employment while a US Tax Resident shall be payable from the US Supplemental Pension Plan.

EXHIBIT 10.19

CERTIFICATE OF AMENDMENT

TO THE ENBRIDGE SUPPLEMENTAL PENSION PLAN

AND

AMENDMENT NO. 1

I, Bonnie D, DuPont, Group Vice-President, Corporate Resources and Secretary for the Human Resources & Compensation Committee of En bridge Inc, (the "Corporation"), hereby certify that the following is a resolution passed at a meeting of the Human Resources & Compensation Committee of the Board of Directors of the Corporation held on November 6, 2007 and that the said resolution is in full force and effect as of the date hereof:

RESOLVED THAT EFFECTIVE JANUARY 1, 2008:

1, The Enbridge Supplemental Pension Plan as revised and restated at January 1, 2005 ("Plan") is amended by deleting Section 12.44 and replacing it by the following,

"12.44 "Senior Management Employee" has the same meaning as in the EI Plan or the EGD Plan, as the case may be."

2. The Plan is amended by deleting Section 1.2.45 and replacing it with the following:

"1.2.45 "Senior Management Pension Plan" means the supplemental pension arrangement described in the employee booklet entitled "The Enbridge Senior Management Pension Plan" effective January 1, 2000 and as amended thereafter. Any and all benefits relating to the Senior Management Pension Plan for the period that a Senior Management Employee is employed by a Participating Employer are documented in this Plan, the EI Plan or the EGD Plan,"

DATED at Calgary this 6th day of November, 2007.

Bonnie D. DuPont
Group Vice President, Corporate Resources
and Secretary for the Human Resources &
Compensation Committee

CERTIFICATE OF AMENDMENT

AND

AMENDMENT #2

TO THE ENBRIDGE SUPPLEMENTAL PENSION PLAN
AMENDED AND RESTATED TO JANUARY 1, 2005

WHEREAS Enbridge Inc. ("the Company") sponsors and maintains The Enbridge Supplemental Pension Plan,as amended and restated effective January 1, 2005, and as amended from time to time (the "Supplemental Plan"), for the benefit of its and its affiliates' eligible employees and their beneficiaries; and,

WHEREAS, pursuant to Section 1.9.01of the Supplemental Plan,the Company has the authority to amend the Supplemental Plan through the execution of a certificate of amendment signed by an officer of the Company;and,

WHEREAS I,Jane Haberbusch,Vice President,Human Resources of the Company am an officer ofthe Company authorized to sign a certificate of amendment; and,

WHEREAS the Company desires to amend the Supplemental Plan to state that,unless required by applicable law,the division at source in the event of a member's marriage breakdown with respect to benefits accrued under the Supplemental Plan is not permitted;

IT IS **RESOLVED THAT:**

Effective as of the date written below,the Supplemental Plan is amended as follows:

1. Section 1.8.02 is amended by deleting the phrase "Except as otherwise directed by a court of competent jurisdiction or permitted by law," and replacing same with "Except as otherwise required by applicable law,".
2. Section 1.8.03 is deleted in its entirety and replaced as follows:

"1.8.03 (a) Except as otherwise required by applicable law,no benefit,or portion thereof, paid or payable under this Plan:

(i) is subject to execution, seizure or attachment in satisfaction of an order for support or maintenance enforceable in Alberta or another relevant jurisdiction;or

(ii) may be divided at source or become payable to the Spouse or former Spouse of a Member in respect of such Member's marriage breakdown, divorce,or other dissolution,including, without limitation, pursuant to any 'domestic relations order' within the meaning of Code Section 414{p)(l)(B).

(b) The limitations set out in {a) above apply notwithstanding any division of benefits on marriage breakdown occurring with respect to benefits payable from the EGD Plan or the El Plan, as applicable. Provisions of the Pian stating that Plan benefits are payable on the same terms and conditions as benefits payable from the EGD Plan or the El Plan,as applicable,shall be interpreted to exclude such a division of benefits.

(c) Notwithstanding any provision to the contrary in this Section 1.8.03,if, as required by applicable law, a benefit payable under this Plan is divided at source or becomes payable to the Spouse or former Spouse of a Member in respect of such Member's marriage breakdown, such benefit shall be calculated and paid to the Spouse or former Spouse in the manner determined by the Parent. For purposes of clarity,'as required by applicable law' as used in this provision shall not be construed to include a 'domestic relations order' within the meaning of Code Section 414(p){l){B)."

DATED at Calgary, Alberta this_____day of_____, 2015.

_____

Jane Haberbusch, Vice President, Human Resources

EXHIBIT 10.20

ENBRIDGE SUPPLEMENTAL PENSION PLAN

for United States Employees

(As Amended and Restated effective January 1, 2005)

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Section 9.11. Counterparts

Section 9.12. Participating Affiliates

Section 9.13. Powers Reserved to Company

Section 9.14. Applicable Law

ENBRIDGE SUPPLEMENTAL PENSION PLAN

for United States Employees

Enbridge Inc. ("Enbridge"), a Canadian corporation, established the Enbridge Senior Management Pension Plan (the "Senior Management Plan"), effective January 1, 2000. At the time of its adoption, most of the employees participating in the Senior Management Plan who were U.S. citizens and residents ("U.S. Residents") were employed by Enbridge (U.S.) Inc., an affiliate of Enbridge and a United States corporation organized and existing under the laws of the state of Delaware.

Effective January 1, 2002, Enbridge established Enbridge Employee Services, Inc., also an affiliate ofEnbridge and a U.S. corporation organized and existing under the laws of the state of Delaware, and transferred to it certain individuals, including most ofthe U.S. Residents participating in the Senior Management Plan. In connection with the establishment of Enbridge Employee Services, Inc., sponsorship of the Senior Management Plan with respect to the U.S. Residents has been transferred to Enbridge Employee Services, Inc., effective January 1, 2002. That portion of the Senior Management Plan whose sponsorship has been transferred to Enbridge Employee Services, Inc. shall be referred to hereinafter as the "Plan."

In general, the term "Company" as used herein means Enbridge (U.S.) Inc. for periods prior to January 1, 2002, and Enbridge Employee Services, Inc. for periods on or after January 1, 2002, subject to Section 9.12. (The Plan, at Section 9.12, allows certain Affiliates ofEnbridge Employee Services, Inc. or Enbridge (U.S.) Inc. to adopt the Plan and thereby become a "Participating Affiliate" in the Plan, in which case, subject to the limitations set forth in Section 9.13, the term "Company," as used herein with respect to the employees of such Participating Affiliate, means the Participating Affiliate.)

When Enbridge established the Senior Management Plan, the document evidencing its terms was in summary form. Enbridge Employee Services, Inc. hereby restates the Plan to: (1) describe its terms in greater specificity; (2) rename it the "Enbridge Supplemental Pension Plan for United States Employees;" (3) clarify that effective January 1, 2002, the sponsor of the Plan is Enbridge Employee Services, Inc.; and (4) provide for the payment of certain nonqualified pension benefits for certain former employees ofEnbridge (U.S.) Inc. and for certain special nonqualified pension benefits for specified key employees.

The Plan is a nonqualified deferred compensation plan established for the benefit of certain executive employees of the Company. The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation "for a select group of management or highly compensated employees," as described in Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974 ("ERISA"). It is the intention of the Company that the Plan, as amended and restated effective as of January 1, 2005, satisfies all of the requirements of Section 409A, with respect to all benefits accrued hereunder as of and subsequent to January 1, 2005. If any provision herein results in the imposition of an excise tax on any Participant under Section 409A, such provision will be reformed to avoid any such imposition of tax in such manner as the Board determines, with the advice of the legal counsel, to be appropriate to comply with Section 409A.

Except as set forth in Addenda B and C hereto, the terms of the Plan shall apply to Participants who terminate employment with an Affiliate on or after January 1, 2000.

The Company has established a grantor trust, called the "Trust under the Enbridge Supplemental Pension Plan for United States Employees," to hold assets that the Company may set aside from time to time to provide for payment of benefits under the Plan.

ARTICLE 1. DEFINITIONS, GENDER. AND NUMBER.

Section 1.1. Definitions. Whenever used in the Plan, the following words and phrases have the meanings set forth below unless the context plainly requires a different meaning, and when a defined meaning is intended, the term is capitalized.

(a) "**Accrued Benefit**" has the same meaning as in the Qualified Plan.

(b) "**Actuarially Equivalent**" or "Actuarial Equivalent" has the same meaning as in the Qualified Plan.

(c) "**Affiliate**" means the Company and any entity that controls, is controlled by, or is under common control with the Company.

(d) "**Associate Company**" has the same meaning as in the Qualified Plan.

(e) "**Average Final Pay**" has the same meaning as in the Qualified Plan, except that, in determining the amount of Average Final Pay for a Senior Management Employee who received benefits from an Affiliate's long term disability program, Base Pay shall be deemed to have continued in the amount equal to the Participant's Base Pay in effect immediately prior to the incurrance of the disability and shall be adjusted annually according to increases in the U.S. Consumer Price Index, up to a maximum of5% per year.

(f) "**Base Pay**" has the same meaning as in the Qualified Plan. "Beneficiary" means the individual (including the Participant's spouse) or entity entitled to receive benefits under the Plan on account of the Participant's death as designated under Section 5.5.

(g) "**Beneficiary**" means the individual (including the Participant's spuse) or entity enitled to receive benefits under the Plan on account of the Participant's death as designated under Section 5.5

(h) "**Benefit Commencement Date**" means, with respect to Plan Years beginning prior to January 1, 2008, the *"Annuity Starting Date"* within the meaning of such term under the Qualified Plan except with regard to any Participant who is a Specified Employee as of the date of such Participant's Separation from Service, in which case the Benefit Commencement Date shall not be earlier than the first day of the month coincident with or next following the date that is six months after the date of Separation from Service.With respect to Plan Years beginning on or after January 1, 2008,

"Benefit Commencement Date" means: (i) for a Participant whose date of Separation from Service is prior to such Participant's 55th birthday, the first day of the month coincident with or next following the date the Participant attains age 60, and (ii) for a Participant whose date of Separation from Service is on or after such Participant's 55th birthday, the first day of the month coincident with or next following the date that is six months after the date of Separation from Service.

(i) "**Board**" means the Board of Directors of the Company as constituted at the relevant time.

(j) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time and any successor statute. References to a Code section shall be deemed to be to that section or to any successor to that section.

(k) "**Company**" means, for periods before January 1, 2002, Enbridge (U.S.) Inc., and for periods on or after January 1, 2002, Enbridge Employee Services, Inc., or any successor thereto, subject to Section 9.12.

(l) "**Credited Service**" has the same meaning as in the Qualified Plan.

(m) "**Effective Date**" means the effective date of the Plan, *i.e.,* January 1, 2000.

(n) "**Elected Benefit Form**" means, with respect to Plan Years beginning on or after January 1, 2008, a monthly payment form which is the Actuarial Equivalent of the Participant's Accrued Benefit payable in the Normal Benefit Form as of his Benefit Commencement Date. The Participant may specify his Elected Benefit Form in accordance with procedures established by the Company, to the extent such procedures comply with the advance and subsequent election requirements of Section 409A and Section 4.1(c), and, except as provided in Section 4.1(d), may elect among the annuity payment options available under the terms of the Qualified Plan; provided, however, if the Participant is entitled to a benefit under the Qualified Plan, and the Participant's date of Separation from Service is on or after his 55th birthday, a lump sum form of distribution shall not be permitted. If a Participant fails to make such an election within the time period specified in the procedures established by the Committee, then, except as provided in Section 4.1Cd), such Participant's shall be deemed to have elected to receive his benefit in the Normal Benefit Form.

(o) "**ERISA**" means the Employee Retirement Income Security Act of 1974, as may be amended from time to time.

(p) "**Funding Policy**" means the policy adopted by the Company, as may be amended from time to time, that sets out the Company's intentions

(q) **"Lump Sum"** means, for purposes of Section 4.l(d), a single sum payment which is Actuarially Equivalent to the Participant's Accrued Benefit payable as of the Participant's Benefit Commencement Date, or in the case of a benefit payable to the Participant's Beneficiary, as of the anticipated payment date to the Beneficiary.

(r) **"Normal Benefit Form"** means, (i) with respect to a Participant who is not married on his or her Benefit Commencement Date, a pension payable on the first day of each month during the Participant's lifetime commencing with the Benefit Commencement Date, and terminating with the payment for the month in which the Participant dies, but with a minimum of one hundred eighty (180) monthly payments (even ifthe Participant should die prior to receiving such minimum number of payments); and (ii) with respect to a Participant who is married on his or Benefit Commencement Date, an annuity for the life of the Participant with a survivor annuity payable to the Participant's spouse in an amount equal to sixty percent (60%) of the monthly amount of the annuity payable to the Participant during the Participant's lifetime; provided, however, that if the Participant's spouse is more than eight (8) years younger than the Participant, the monthly amount payable to the Participant shall be reduced by three tenths (3110) of one percent (1%) for each year that the difference in age between the Participant and his or her spouse exceeds eight (8) years.

With respect to Plan Years beginning on or after January 1, 2008, for any Participant whose date of Separation from Service is on or after such Participant's 55th birthday, the payment in the first month will be equal to the sum of seven monthly pension payments. This initial payment will constitute seven monthly payments for the purposes of determining the number of guaranteed monthly payments that have been paid to, or on behalf of, the Participant.

(s) **"Participant"** means a Senior Management Employee who satisfies the requirements of Article 2 and commences participation in the Plan.

(t) **"Participating Affiliate"** has the meaning set forth in Section 9.12. As of January **1,** 2002, the following Affiliates are Participating Affiliates: (i) Enbridge (U.S.) Inc., and (ii) St. Lawrence Gas Company Inc.

(u) **"Pensionable Bonus,"** for a calendar year, means:

(i) For a Participant who was employed by an Affiliate as of December 31, 1999, in a position of vice-president or above,

(A) for purposes of subparagraph (a)(i)(E) of Article 3 and Section 5.2 (a)(i)(C)(z), the greater of: (x) fifty percent (50%) of the sum of the eligible performance bonuses received by

the Participant in the year; and (y) the lesser of the sum of the eligible performance bonuses received by the Participant in the year and the associated target annual performance bonus for the Participant for.the year, and

(B) for purposes of subparagraph (b)(i)(E) of Article 3, fifty percent (50%) of the sum of the eligible performance bonuses received by the Participant in the year for services performed as a Senior Management Employee.

(ii) For a Participant who is not described in paragraph (i), above:

(A) for purposes of subparagraph (a)(i)(E) of Article 3 and Section 5.3(a)(i)(C)(z), nil, and

(B) for purposes of subparagraph (b)(i)(E) of Article 3, fifty percent (50%) ofthe sum of the eligible performance bonuses received by the Participant in the year for services performed after December 31, 1999, as a Senior Management Employee.

(iii) In determining the Pensionable Bonus for a Participant who transferred to an Associate Company from the Company for the first time prior to January 1, 1997 and whose employment ceases while he is employed by an Associate Company, the Participant's Pensionable Bonus for benefit computation purposes shall be limited to the Pensionable Bonus received prior to the Participant's date of transfer.

No Pensionable Bonus shall be deemed to have been received by a Participant during his or her period of Disability (as defmed in the Qualified Plan).

(v) **"Plan"** means the "Enbridge Supplemental Pension Plan for United States Employees" as set forth herein and as may be amended or restated from time to time.

(w) **"Plan Administrator"** means the Company.

(x) **"Plan Year"** means January 1 through December 31.

(y) **"Qualified Joint and Survivor Annuity"** has the same meaning as in the Qualified Plan.

(z) "**Qualified Plan**" means the Enbridge Employee Services, Inc. Employees' Annuity Plan, as restated effective July I, 2002, or any successor plan thereof, subject to Section 9.12.

(aa) "**Qualified Preretirement Survivor Annuity**" has the same meaning as in the Qualified Plan.

(bb) "**Recognized Former Employer**" has the same meaning as in the Qualified Plan.

(cc) "**Recognized Former Employer Pension**" has the same meaning as in the Qualified Plan.

(dd) "**Section 409A**" means Code Section 409A and regulations or other guidance promulgated thereunder by the appropriate governmental authority.

(ee) "**Senior Management Employee**" means an employee of the Company who is employed in a position of Director or above which exceeds the minimum job classification rating for the Company as prescribed by the President and Chief Executive Officer of Enbridge Inc. In order to be a "Senior Management Employee," an employee must be a member of a select group of management or highly compensated employees within the meaning of Sections 201(2), 30l(a)(3), and 40l(a)(l) of ERISA.

(ff) "**Separates from Service**" or "**Separation from Service**" means the cessation of a Participant's services as an employee of an Affiliate for any reason; provided, however, that transfer of employment between two companies that are included in a "controlled group" within the meaning of Code Sections 414 and 1563 will not constitute a Separation from Service for purposes of this Plan; and provided further that Separation from Service shall be construed and interpreted in accordance with Section 409A and any regulations or other authoritative guidance promulgated thereunder.

(gg) "**Service**" has the same meaning as in the Qualified Plan.

(hh) "**Social Security Offset**" has the same meaning as in the Qualified Plan.

(ii) "**Specified Employee**" means a Participant who is a "key employee" (as defmed in Code Section 416(i) without regard to Code Section 416(i)(5)) of the Company (or an entity which is considered to be a single employer with the Company under Code Section 414(b) or 414(c)), as determined under Code Section 409A at any time during the twelve (12) month period ending on December 31, but only if the Company has any stock that is publicly traded on an established securities market or otherwise,. Notwithstanding the foregoing, a Participant who is a key employee

determined under the preceding sentence will be deemed to be a Specified Employee solely for the period of April 1 through March 31 following such December 31, except as otherwise may be required by Code Section 409A.

(jj) "**Statutory Limitations**" means the limits set forth in the Code, including those set forth in Code Sections 401(a)(17) and 415, on:, (i) the amount of an employee's compensation that can be included in calculating his or her benefits under a qualified retirement plan; and (ii) the benefits that an employee may accrue under a qualified retirement plan.

(kk) "**Supplemental Retirement Benefit**" has the meaning set forth in Article J.

(ll) "**Surviving Spouse**" means the person to whom the Participant has been legally married for at least one year as of the Participant's date of death.

(mm) "**Trust**" means the "Trust under the Enbridge Supplemental Pension Plan for United States Employees," as may be amended from time to time.

Section 1.2. Gender, Number and Currency. Except as otherwise indicated by context, masculine terminology used herein also includes the feminine and neuter, and terms used in the singular may also include the plural. All amounts referenced herein are stated in United States currency.

ARTICLE 2. PARTICIPATION

Section 2.1. Who May Participate. Except with respect to those Participants listed on Addendum B, participation in the Plan is limited to Senior Management Employees who participate in the Qualified Plan. The Board shall have sole discretion to determine whether an employee is a Senior Management Employee. The Board may make such projections or estimates as it deems desirable in applying the eligibility requirements, and its determination shall be conclusive.

Section 2.2. Time and Conditions of Participation. A Senior Management Employee shall become a Participant only upon his or her compliance with such terms and conditions as the Company may from time to time establish for the implementation of the Plan, including but not limited to, any condition the Company may deem necessary or appropriate for the Company to meet its obligations under the Plan.

Section 2.3. Notification. The Board shall notify in writing each employee whom it has determined to be a Senior Management Employee and explain the rights, privileges and duties of a Participant in the Plan.

Section 2.4. Termination and Suspension of Participation. Once an individual has become a Participant in the Plan, participation shall continue until the first to occur

of: (a) payment in full of all benefits to which the Participant or his or her Beneficiary is entitled under the Plan; or (b) the occurrence of the event specified in Section 2.5 which results in loss of benefits. However, in the event that it is determined that a Participant will fail to meet the eligibility requirements for active participation during a Plan Year, as determined by the Board in its sole discretion, the Participant's active participation in the Plan will be suspended at the beginning of the next Plan Year. If a Participant terminates his or her employment with the Company, he or she shall cease to be an active Participant in the Plan. Ifthe individual again becomes employed by the Company, the Company may permit him or her to again participate in the Plan on an active basis, but only in accordance with such terms and conditions as the Company may elect, in its discretion, to apply to such individual.

Section 2.5. Missing Persons. If the Company is unable to locate a Participant or his or her Beneficiary for purposes of making a distribution, the amount of the Participant's benefits under the Plan that would otherwise be considered as nonforfeitable shall be forfeited effective four (4) years after: (a) the last date a payment of said benefit was made, if at least one such payment was made; or (b) the first date a payment of said benefit was directed to be made by the Company pursuant to the terms of the Plan, if no payments have been made. If such person is located after the date of such forfeiture, the benefits for such Participant or Beneficiary shall not be reinstated hereunder.

Section 2.6. Relationship to Other Plans. Participation in the Plan shall not preclude participation of the Participant in any other fringe benefit program or plan sponsored by the Company for which such Participant would otherwise be eligible.

ARTICLE 3. SUPPLEMENTAL RETIREMENT BENEFIT

The Plan provides a Supplemental Retirement Benefit intended to supplement the benefit provided to a Participant under the Qualified Plan. A Participant is entitled to receive the Supplemental Retirement Benefit if the Participant (1) is employed by the Company on or after the Effective Date and (2) terminates employment with an Affiliate, other than due to death. Except as set forth in Article *5* (regarding death benefits) and Addenda Band C, the benefits described in this Article 3 are the only benefits provided under the Plan. A Participant's Supplemental Retirement Benefit shall be expressed in the manner set forth in this Article 3 but shall be paid at the time and in the manner set forth in Article 4.

The Supplemental Retirement Benefit is comprised of two parts, the first of which relates to the Participant's Credited Service prior to the Effective Date. This part of the benefit is described in paragraph (a), below. The second part of the benefit relates to the Participant's Credited Service on or after the Effective Date. This part of the benefit is described in paragraph (b), below. The Participant's Supplemental Retirement Benefit is the sum of these two benefit parts (provided, however, that in the case of a Participant who was not a Senior Management Employee on the Effective Date but subsequently becomes a Senior Management Employee, the Participant's benefit shall be limited to the benefit described in paragraph (b)).

(a) ***Benefit for Service Prior to Effective Date.*** The excess of the benefit described in (i) over the benefit described in (ii).

(i) The benefit that would be payable to the Participant under the Qualified Plan on the Participant's Benefit Commencement Date if:

(A) only Credited Service accrued prior to the Effective Date was counted in the benefit calculation;

(B) the Participant was fully vested in his or lier Qualified Plan benefit;

(C) the Recognized Former Employer Pension included amounts payable under the registered and supplemental plans of Recognized Former Employers;

(D) the Qualified Plan benefit was paid in the Normal Benefit Form;

(E) any adjustment for early benefit commencement under the Qualified Plan *(i.e.,* benefit commencement prior to age 60) did not exceed V4 of 1% for each month by which the Participant's age at the Benefit Commencement Date precedes age 60; and

(F) the Participant's Average Final Pay included the average of the highest three (3) Pensionable Bonuses (as defined in Section 1.1(s)(i)(A) and 1.1(s)(ii)(A), as the case may be) paid in the five (5) consecutive years of Service immediately prior to his or her Separation from Service and was calculated without application of the Statutory Limitations.

(ii) The benefit that would be payable to the Participant under the Qualified Plan on the Participant's Benefit Commencement Date if:

(A) only Credited Service accrued prior to the Effective Date was counted in the benefit calculation; and

(B) the Qualified Plan benefit was paid in the Normal Benefit Form.

(b) ***Benefit for Service on or after Effective Date.*** The excess of the benefit described in (i) over the benefit described in (ii).

(i) The benefit that would be payable to the Participant under the Qualified Plan on the Participant's Benefit Commencement Date if:

(A) Credited Service

(1) included only Credited Service accrued on or after the Effective Date while the Participant was a Senior Management Employee, and

(2) was determined based upon a frac ional accrual method under which a Participant is credited with a whole year of Credited Service for a Plan Year in which he or she accrues at least 365 days of Credited Service and a fractional year of Credited Service for a Plan Year in which he or she accrues less than 365 days of Credited Service, where the numerator of the fraction is the number of days actually accrued by the Participant during such year and the denominator of the fraction is 365.

(B) the Participant was fully vested in his or her Qualified Plan benefit at the time of his or her Separation from Service;

(C) the Recognized Former Employer Pension included amounts payable under the registered and supplemental plans of Recognized Former Employers;

(D) the Qualified Plan benefit was paid in the Normal Benefit Form;

(E) any adjustment for early benefit commencement under the Qualified Plan *(i.e.,* benefit commencement prior to age 60) did not exceed '14 of 1% for each month by which the Participant's age at the Benefit Commencement Date precedes age 60;

(F) the Participant's Average Final Pay included the average of the highest three (3) Pensionable Bonuses (as defined in Section l.l(s)(i)(B) and 1.1(s)(ii)CB), as the case may be) paid in the five (5) consecutive years of Service immediately prior to his or her Separation from Service and was calculated without application of the Statutory Limitations; and

(G) the Participant's Accrued Benefit was equal to two percent (2%) ofthe Participant's Average Final Pay (as determined pursuant to (E), above) multiplied by his or her Credited Service (as determined pursuant to (A), above) and was calculated without the Statutory Limitations, less any applicable reduction or offset, other than the Social Security Offset, specified by the Qualified Plan.

(ii) The benefit that would be payable to the Participant under the Qualified Plan on the Participant's Benefit Commencement Date (including any Social Security supplements) if:

(A) Credited Service included only Credited Service accrued on or after the Effective Date while the Participant was a Senior Management Employee; and

(B) the Qualified Plan benefit was paid in the Normal Benefit Form.

For purposes of subparagraph (i)(A)(x) and (ii) of this paragraph (b), where a change in a Participant's employment results in his or her no longer meeting the definition of a Senior Management Employee, such Participant shall, effective the first of the month coincident with or next following the date the Participant is no longer considered a Senior Management Employee, cease to accrue Credited Service under the Plan, except that if the Participant was a Senior Management Employee as of January 1, 2001, such Participant shall, for purposes of subparagraphs (i)(A)(x) and (ii) of this paragraph (b), be considered to remain a Senior Management Employee for up to two (2) years following the date of the Participant's change in employment and shall no longer accrue Credited Service for such purposes effective the first of the month that is two (2) years after the date of the change in employment, or such earlier date as may be specified by the Company.

ARTICLE 4. DISTRIBUTION OF BENEFITS TO PARTICIPANT

Section 4.1. Time and Manner of Distributions.

(a) ***Participant Entitled to Benefit under Qualified Plan.*** With respect to Plan Years beginning prior to January 1, 2008, if a Participant is entitled to receive a benefit under the Qualified Plan, distribution of the Supplemental Retirement Benefit shall commence to the Participant at the same time and in the same form as the Participant's benefit under the Qualified Plan. With respect to Plan Years beginning on or after January 1, 2008, the Participant's Accrued Benefit shall be paid in the Participant's Elected Benefit Form as of the Participant's Benefit Commencement Date, except as provided in Section 4.1(d).

(b) ***Participant Not Entitled to Benefit under Qualified Plan.*** With respect to Plan Years beginning prior to January 1, 2008, if the Participant is not entitled to receive a benefit under the Qualified Plan and the Participant terminates employment on or after age 55, distribution of the Participant's Supplemental Retirement Benefit will be made to the Participant in the Normal Benefit Form commencing as soon as administratively feasible after the Participant's Separation from Service with all Affiliates; provided, however, if the Participant is a Specified Employee as of the date of

Separation from Service, no distribution shall be paid earlier than the first day of the seventh month following the date of Separation from Service. If the Participant is not entitled to receive a benefit under the Qualified Plan and the Participant terminates employment before age 55, distribution of the Participant's Supplemental Retirement Benefit shall be made to the Participant in the form of a lump sum, payable as soon as administratively feasible after the Participant's Separation from Service with all Affiliates.

With respect to Plan Years beginning on or after January 1, 2008, the Participant's Accrued Benefit shall be paid in the Participant's Elected Benefit Form as of the Participant's Benefit Commencement Date, except as provided in Section 4.1(d).

(c) ***Optional Forms of Benefit.*** If a Participant has not commenced receiving a benefit payment under the Plan, the Participant may request, on a form provided by the Company, that the form of distribution be changed from one type of life annuity (within the meaning of Section 409A and authoritative guidance thereunder) to another type of life annuity, to the extent such forms of benefit payment are available under the Plan and the Qualified Plan.

In addition, the Participant may, at any time prior to the commencement of benefit payments hereunder, change from the Normal Benefit Form to an alternative Elected Benefit Form where either the Normal Benefit Form or Elected Benefit Form is not a life annuity (within the meaning of Section 409A an authoritative guidance thereunder); provided, however, any such election to change the form of benefit payment:

(i) will not be effective until at least 12 months after the date on which the election is made; and

(ii) in the case of an election related to a payment other than a payment due to the Participant's death, the first payment with respect to which such election is made is deferred to a period of not less than five (5) years from the date such payment would otherwise have been made.

(d) ***Automatic Lump Sum Cashout.*** If a Participant's Lump Sum as of his Benefit Commencement Date is $10,000 or less, such Lump Sum shall be distributed to the Participant without his consent provided that (1) such payment constitutes the Participant's entire interest in the Plan and (2) distribution of the Participant's entire interest in all similar arrangements constituting nonqualified deferred compensation plans under Section 409A is also made. Any Lump Sum paid pursuant to this paragraph 4.1(d) shall be paid as soon as reasonably practicable following the Participant's Benefit Commencement Date; provided, however, ifthe Participant is a Specified Employee as of the date of Separation from Service, no distribution shall be

paid earlier than the first day of the seventh month following the date of Separation from Service.

(e) ***Actuarially Equivalent Payments.*** The amount of a Participant's Supplemental Retirement Benefit payments under (a), (b), (c) and (d) above shall be Actuarially Equivalent to the Participant's Supplemental Retirement Benefit determined pursuant to Article 3.

(f) ***Distributions Necessary for the Payment of Employment Taxes.*** Notwithstanding any other provision of the Plan to the contrary, to the extent a Participant's Accrued Benefit under the Plan is subject to tax imposed under the Federal Insurance Contributions Act (FICA) under Code Sections 3101 and 3121(v)(2) (the "FICA Amount") prior to such Participant's Benefit Commencement Date, a portion of the Participant's Accrued Benefit shall be distributed in order to pay the FICA Amount as well as the additional income tax at source on wages attributable to the pyramiding Code Section 3401 wages and taxes. In no event will the total amount distributed prior to the Participant's Benefit Commencement Date under this Section 4.1(fl exceed the sum of the FICA Amount and the income tax withholding related to such FICA Amount. Such distribution will be made in accordance with procedures established by the Committee. To the extent that such distribution is made prior to the Participant's Benefit Commencement Date, the Participant's Accrued Benefit shall be reduced to reflect such distribution.

(g) ***Distributions Upon Income Inclusion.*** Notwithstanding any other provision of the Plan to the contrary, if a Participant's Accrued Benefit under the Plan is subject to inclusion in income for federal income tax purposes as a result of the Plan's failure to satisfy the requirements of Section 409A, the Participant's Accrued Benefit shall be distributed to the Participant, but only to the extent of the amount of Accrued Benefit required to be included in income as a result of such failure.

Section 4.2. Cost of Living Supplements. The amount of each periodic benefit payment to a Participant as determined pursuant to Section 4.1, shall be increased to reflect a cost of living adjustment at the same time and in the same manner as under the Qualified Plan.

Section 4.3. Distributions on Plan Termination. Notwithstanding anything in this Article 4 to the contrary, if the Plan is terminated, distributions shall be made in accordance with Section 8.2.

ARTICLE 5. DEATH BENEFITS

Section 5.1. Death on or after Benefit Commencement Date. With respect to Plan Years beginning prior to January 1, 2008, if a Participant dies on or after his or her Annuity Starting Date under the Qualified Plan, any of the Participant's interest remaining after his or her death shall be paid to the Participant's Beneficiary as designated under the Qualified Plan. With

respect to Plan Years beginning on or after January 1, 2008, if a Participant dieon or after his or Benefit Commencement Date, any of the Participant's interest remaining after his or her death shall be paid to the Participant's Beneficiary, as designated pursuant to Section 5.5, in accordance with the Participant's Elected Benefit Form.

Section 5.2. Death before Benefit Commencement Date after Separation from Service. With respect to Plan Years beginning prior to January 1, 2008, if a Participant dies after the date he or she terminates employment with all Affiliates but before his or her Annuity Starting Date under the Qualified Plan, the Participant's Beneficiary shall be entitled to receive a death benefit under the Plan that is Actuarially Equivalent to the Plan benefit that the Participant would have received pursuant to paragraph (b) of Article 3 had he or she survived. If the Participant has a Surviving Spouse, the Participant's Beneficiary shall be the Surviving Spouse and the benefit payable pursuant to this Section 5.2 shall be paid to the Surviving Spouse at the same time and in the same manner as benefits are paid to the Surviving Spouse under the Qualified Plan. If the Participant does not have a Surviving Spouse, the Participant's Beneficiary shall be the beneficiary designated by the Participant pursuant to Section 5.5, and the benefit payable pursuant to this Section 5.2 shall be paid to such Beneficiary in the form of a lump sum, with payment made as soon as administratively practicable after the Plan Administrator receives notification of the Participant's death.

With respect to Plan Years beginning on or after January 1, 2008, if a Participant dies after the date he or she Separates from Service but before his or her Benefit Commencement Date, the Participant's Beneficiary shall be entitled to receive a death benefit under the Plan that is Actuarially Equivalent to the Plan benefit that the Participant would have received pursuant to paragraph (b) of Article 3 had he or she survived. The benefit payable pursuant to this Section 5.2 shall be paid to the Participant's Beneficiary in the form of an annuity payable for the life of the Beneficiary, with payments commencing to the Beneficiary as of the Participant's Benefit Commencement Date as if the Participant had survived to that date. Notwithstanding the foregoing, if the Lump Sum payable to the Participant's Beneficiary is $10,000 or less, the Plan shall pay such Beneficiary the Lump Sum as of such date without the Beneficiary's consent, with such payment made as soon as administratively practicable after the Plan Administrator receives notification of the Participant's death, but in no event later than the later of (a) December 31 of the calendar year of the Participant's death or (b) the date that is *2Y2* months after the date of the Participant's death.

Section 5.3. Death While Employed by an Affiliate, Surviving Spouse. If a Participant dies on or after the Effective Date while employed by an Affiliate (and before his or her Benefit Commencement Date) and the Participant has a Surviving Spouse, the Surviving Spouse shall be entitled to receive a death benefit under the Plan comprised of two parts, the first of which relates to the Participant's Credited Service prior to the Effective Date. This part of thebenefit is described in paragraph (a), below. The second part of the benefit relates to the Participant's Credited Service on and after the Effective Date. This part of the benefit is described in paragraph (b), below. The death benefit payable pursuant to this Section 5.3 is the sum of these two benefit parts; provided, however, in the case of a Participant who was not a Senior Management Employee on the Effective Date but subsequently becomes a Senior Management Employee, the death benefit shall be limited to the benefit described in paragraph (b). The death benefit payable to the Participant's

Surviving Spouse shall be expressed in the manner set forth in paragraphs (a) and (b), below, as the case may be, but shall be paid in the manner set forth in paragraph (c), below.

(a) ***Benefit for Service Prior to Effective Date.*** The excess of the benefit described in (i) over the benefit described in (ii).

(i) The Qualified Preretirement Survivor Annuity that would be payable to the Surviving Spouse under the Qualified Plan if:

(A) only Credited Service accrued prior to the Effective Date was counted in the benefit calculation;

(B) the Participant was fully vested in his or her Qualified Plan benefit at the time of his or her death;

(C) in determining the amount of the Qualified Joint and Survivor Annuity upon which the Qualified Preretirement Survivor Annuity is based

(1) the Qualified Joint and Survivor Annuity was paid in the Normal Benefit Form,

(2) any adjustment for the Participant's death prior to the date on which the Participant would have reached age 60 (had he or she survived) did not exceed *Y4* of 1% for each month by which the Participant's age at death precedes age 60, and

(3) the Participant's Average Final Pay included the average of the highest three (3) Pensionable Bonuses (as defmed in Section 1.1(s)(i)(A) and 1.1(s)(ii)(A), as the case may be) paid in the five (5) consecutive years of Service immediately prior to his or her death and was calculated without application of the Statutory Limitations.

(iii) The Qualified Preretirement Survivor Annuity that would be payable to the Surviving Spouse under the Qualified Plan if such benefit were paid in the Normal Benefit Form and only Credited Service accrued prior to the Effective Date was counted in the benefit calculation.

(b) ***Benefit for Service on or after the Effective Date.*** The Actuarially Equivalent present value of the Participant's benefit under Section 3(b) as of the date of his or her death (treating the Participant's date of death as the date on which he or she terminates employment).

(c) ***Manner of Benefit Payment.*** With respect to Plan Years beginning prior to January 1, 2008, benefits payable to the Participant's Surviving Spouse pursuant to this Section 5.3 shall be paid to the Surviving Spouse at the same time and in the same manner as the Qualified Preretirement Survivor Annuity is paid to the Participant's Surviving Spouse under the Qualified Plan (or, ifthe Surviving Spouse is not entitled to benefits under the Qualified Plan, at the same time and in the same manner as benefits would have been paid to the Surviving Spouse under the Qualified Plan had he or she been entitled to such benefits). The amount of a Surviving Spouse's benefit pursuant to this paragraph (c) shall be Actuarially Equivalent to the benefit determined pursuant to (a) and (b), above, as the case may be.

With respect to Plan Years beginning on or after January 1, 2008, the benefit payable pursuant to this Section 5.3 shall be paid to the Surviving Spouse in the form of an annuity for the life of the Surviving Spouse, commencing as of the Participant's Benefit Commencement Date as if the Participant had survived to that date. Notwithstanding the foregoing, if the Lump Sum payable to the Participant's Surviving Spouse is $10,000 or less, the Plan shall pay the Participant's Surviving Spouse the Lump Sum without the Surviving Spouse's consent provided that (1) such payment constitutes the Participant's entire interest in the Plan and (2) distribution of the Participant's entire interest in all similar arrangements constituting nonqualified deferred compensation plans under Proposed Treasury Reg. Section 1.409A-1(c) (or its successor) is also made as soon as administratively practicable after the Plan Administrator receives notification of the Participant's death, but in no event later than the later of (a) December 31 of the calendar year of the Participant's death or (b) the date that is 2Y2 months after the date of Participant's death.

(d) ***Cost of Living Supplements.*** The amount of each periodic payment to a Surviving Spouse or Beneficiary as determined pursuant to paragraph (c) above shall be increased to reflect a cost of living adjustment at the same time and in the same manner as under the Qualified Plan.

Section 5.4. Death While Employed by an Affiliate, No Surviving Spouse. If a Participant dies on or after the Effective Date while employed by an Affiliate (and before his or her Benefit Commencement Date) and the Participant does not have a Surviving Spouse, the Participant's Beneficiary shall be entitled to receive the amount described in Section 5.3(b). Such benefit shall be paid to the Beneficiary in a Lump Sum as soon as administratively feasible after the Plan Administrator has received notification of the Participant's death.

Section 5.5. Beneficiary Designation. At the time a Participant begins participation in the Plan, he or she may designate primary and contingent Beneficiaries for death benefits payable under the Plan pursuant to Sections 5.2 and 5.4. Such Beneficiaries may be individuals or trusts for the benefit of individuals. A Beneficiary designation by a Participant shall be in writing on a form acceptable to the Plan Administrator and shall only be effective upon

delivery to, and acceptance by, the Company. A Beneficiary designation may be revoked by a Participant at any time by delivering to the Company either written notice of revocation or a new Beneficiary designation form. The Beneficiary designation form last delivered to the Company prior to the death of a Participant shall control. In the event there is no Beneficiary designation on file with the Company, or all Beneficiaries designated by a Participant have predeceased the Participant, any benefits remaining payable under the Plan pursuant to Section 5.2 or 5.4, as the case may be, at the time of the death of the Participant shall be paid to the personal representative of the Participant's estate upon receipt by the Company of proper instructions. In
the event there are benefits remaining unpaid at the death of a Beneficiary and no successor Beneficiary has been designated, the remaining balance of such benefit shall be paid to the personal representative of the deceased Beneficiary's estate upon receipt by the Company of proper instructions.

ARTICLE 6. FUNDING

Section 6.1. Source of Benefits. All benefits under the Plan shall be paid when due by the Company out of its assets or from the Trust. Any amounts which the Company may set aside for payment ofbenefits under the Plan are the property of the Company, except, and to the extent, provided in the Trust. The Company will make contributions to the Trust to provide for the payment of Plan benefits in accordance with the Funding Policy.

Section 6.2. No Claim on Specific Assets. No Participant or Beneficiary shall be deemed to have, by virtue ofbeing a Participant (or Beneficiary) in the Plan any claim on any specific assets of the Company such that the Participant (or Beneficiary) would be subject to income taxation on his or her benefits under the Plan prior to distribution, and the rights of a Participant (or Beneficiary) to benefits to which he or she is otherwise entitled under the Plan shall be those of an unsecured general creditor of the Company.

ARTICLE 7. ADMINISTRATION AND FINANCES

Section 7.1. Administration. The Company shall be the Plan Administrator for purposes of ERISA. The Company or the Trust (at the Company's election) shall bear all administrative costs of the Plan other than those specifically charged to a Participant or Beneficiary.

Section 7.2. Powers of Plan Administrator. In addition to the other powers granted under the Plan, the Plan Administrator shall have all powers necessary to administer the Plan, including, without limitation, powers:

(a) to interpret the provisions of the Plan;

(b) to establish and revise the method of accounting for the Plan; and

(c) to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

Section 7.3. Actions of Plan Administrator. Except as modified by the Plan Administrator, the Plan Administrator (including any person or entity to whom the Plan Administrator has delegated duties, responsibilities or authority, to the extent of such delegation) has total and complete discretionary authority to determine conclusively for all parties all questions arising in the administration of the Plan, to interpret and construe the terms of the Plan, and to determine all questions of eligibility and status of employees, Participants and Beneficiaries under the Plan and their respective interests. Subject to the claims procedures of Section 7.6, all determinations, interpretations, rules and decisions of the Plan Administrator (including those made or established by any person or entity to whom the Plan Administrator has delegated duties, responsibilities or authority, if made or established pursuant to such delegation) are conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

Section 7.4. Delegation. The Plan Administrator, or any officer or other employee of the Company designated by the Plan Administrator, shall have the power to delegate specific duties and responsibilities to officers or other employees of the Company or other individuals or entities. Any delegation may be rescinded by the Plan Administrator at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of such duty or responsibility and shall not be responsible for any act or failure to act of any other person or entity.

Section 7.5. Reports and Records. The Plan Administrator, and those to whom the Plan Administrator has delegated duties under the Plan, shall keep records of all their proceedings and actions and shall maintain books of account, records, and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

Section 7.6. Claims Procedure. The Company shall notify a Participant in writing within ninety (90) days of his written application for benefits of his or her eligibility or noneligibility for benefits under the Plan. The Company may designate a person or committee with whom benefit applications shall be filed. If the Company determines that a Participant is not eligible for benefits or full benefits, the notice shall set forth:

(a) the specific reasons for such denial;

(b) a specific reference to the provision of the Plan on which the denial is based;

(c) a description of any additional information or material necessary for the claimant to perfect his or her claim, and a description of why it is needed; and

(d) an explanation of the Plan's claims review procedure and other appropriate information as to the steps to be taken if the Participant wishes to have his or her claim reviewed.

If the Company determines that there are special circumstances requiring additional time to make a decision, the Company shall notify the Participant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90-day period.

If a Participant is determined by the Company to be not eligible for benefits, or if the Participant believes that he or she is entitled to greater or different benefits, the Participant shall have the opportunity to have his or her claim reviewed by the Company by filing a petition for review with the Company within sixty (60) days after receipt by the Participant of the notice issued by the Company. Said petition shall state the specific reasons the Participant believes he or she is entitled to benefits or greater or different benefits. Within sixty (60) days after receipt by the Company of said petition, the Company shall afford the Participant (and the Participant's counsel, if any) an opportunity to present the Participant's position to the Company orally or in writing, and the Participant (or his or her counsel) shall have the right to review the pertinent documents, and the Company shall notify the Participant of its decision in writing within said 60-day period, stating specifically the basis of the decision written in a manner calculated to be understood by the Participant and the specific provisions of the Plan on which the decision is based. If, because of the need for a hearing, the 60-day period is not sufficient, the decision may be deferred for up to another 60-days period at the election of the Company, but notice of this deferral shall be given to the Participant.

In the event of the death of a Participant, the same procedlires shall be applicable to the Participant's Beneficiaries.

Notwithstanding anything in this Section 7.6 to the contrary, a claim for benefits must be filed in a timely manner in order to be considered by the Plan Administrator. If a claim is not filed with the Plan Administrator in a timely manner, the claimant will not be entitled to benefits under the Plan. To be considered timely, the claim must be filed no later than 90 days after the claimant knew or should have known of the principal facts upon which the claim is based. No legal action to recover Plan benefits or to enforce or clarify rights under the Plan may be brought by any claimant on any matter pertaining to the Plan unless the legal action is commenced in the proper forum no later than six months after the claimant has exhausted the claims and review procedure set forth above. In any legal action to recover Plan benefits or to enforce or clarify rights under the Plan, all explicit and implicit determinations by the Plan Administrator (including, but not limited to, determinations as to whether the claim, or request for a review of a claim, was made in a timely manner) shall be accorded the maximum deference permitted by law.

ARTICLE 8. AMENDMENTS AND TERMINATION

Section 8.1. Amendments. The Company (or any designated officer ofthe Company to the extent specified by the Board in written resolutions) may amend the Plan, in whole or in part, at any time and from time to time. No amendment may be effective toeliminate or reduce the benefit, if any, which has accrued to a Participant or Beneficiary under the Plan without such Participant's (or Beneficiary) written consent. Any Plan amendment shall be filed with the Plan documents.

Section 8.2. Termination. The Company expects the Plan to remain in place, but necessarily must, and hereby does, reserve the right to terminate the Plan at any time, for any reason, by action of the Board in its discretion. Upon termination of the Plan, 1).0 further benefits shall accrue on a Participant's behalf under the Plan. Termination of the Plan shall not operate to eliminate or reduce the benefits, if any, which have accrued to a Participant (or Beneficiary) under the Plan as of the termination date without such Participant's (or Beneficiary's) consent. Notwithstanding anything in this Section 8.2 to the contrary, if the Plan is terminated, Accrued Benefits will be paid in accordance with Section 4.1, and shall not be subject to accelerated payment as a result of the Plan's termination, unless otherwise permitted under Section 409A.

ARTICLE 9. MISCELLANEOUS

Section 9.1. No Guarantee of Employment. The adoption and maintenance of the Plan by the Company shall not be deemed to be a contract of employment between the Company and any Participant. Nothing contained in the Plan shall give any Participant the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Participant at any time, nor shall it give the Company the right to require any Participant to remain in its employ or to interfere with the Participant's right to terminate his or her employment at any time.

Section 9.2. Release. Any payment of benefits to or for the benefit of a Participant or a Participant's Beneficiaries that is made in good faith by the Company in accordance with the Company's interpretation of its obligations under the Plan shall be in full and complete satisfaction of any and all claims and demands against the Company for benefits under the Plan to the extent of such payment.

Section 9.3. Notices. Any notice permitted or required under the Plan shall be in writing and shall be hand-delivered or sent, postage prepaid, by first class mail, or by certified or registered mail with return receipt requested, to both the office of the director of Human Resources of the Company and the office of the General Counsel of the Company, if to the Company, or to the address last shown on the records of the Company, ifto a Participant or Beneficiary. Any such notice shall be effective as of the date of hand-delivery or mailing.

Section 9.4. Nonalienation. No benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, levy, attachment, or encumbrance of any kind by any Participant or Beneficiary.

Section 9.5. Tax Liability. The Company may withhold from a Participant's compensation or any payment of benefits, or the Company may direct the trustee of the Trust to withhold from any payment of benefits, such amounts as the Company determines are reasonably necessary to pay any taxes required to be withheld under applicable law.

Section 9.6. Captions. Article and section headings and captions are provided for purposes of reference and convenience only and shall not be relied upon in any way to construe, define, modify, limit, or extend the scope of any provision of the Plan.

Section 9.7. Binding Agreement. The Plan shall be binding on the parties hereto, their heirs, executors, administrators, and successors in interest.

Section 9.8. Invalidity of Certain Provisions. If any provision of the Plan is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Plan and the Plan shall be construed and enforced as if such provision had not been included.

Section 9.9. No Other Agreements. The terms and conditions set forth herein constitute the entire understanding of the Company and the Participants with respect to the matters addressed herein.

Section 9.10. Incapacity. In the event that any Participant is unable to care for his or her affairs because of illness or accident, any payment due may be paid to the Participant's spouse, parent, brother, sister or other person deemed by the Plan Administrator to have incurred expenses for the care of such Participant, unless a duly qualified guardian or other legal representative has been appointed.

Section 9.11. Counterparts. The Plan may be executed in any number of counterparts, each of which when duly executed by the Company shall be deemed to be an original, but all of which shall together constitute but one instrument, which may be evidenced by any counterpart.

Section 9.12. Participating Affiliates. Any Affiliate may adopt the Plan with the permission of the Company and according to such rules as may be established from time to time by the Company in its discretion, and thereby become a "Participating Affiliate" in the Plan. In such case, except as set forth in Section 9.13, the term "Company" as used herein shall mean the Participating Affiliate, and except as set forth on Addendum D, the term "Qualified Plan" as used herein shall mean the qualified defmed benefit pension plan maintained by the Participating Affiliate under which its employees that are Plan Participants accrue benefits.

Section 9.13. Powers Reserved to Company. Notwithstanding anything in the Plan to the contrary, the Company reserves all power and authority to, and it shall, operate, administer, interpret, construe, amend and terminate the Plan, including correcting any defect, supplying any omission or reconciling any inconsistency. The Company shall have all powers necessary or appropriate to implement and administer the terms and provisions of the Plan, including the power to make findings of fact. The determination of the Company as to the proper interpretation, construction, or application of any terms or provisions of the Plan shall be fmal, binding, and conclusive with respect to all interested persons.

Section 9.14. Applicable Law. The Plan and all rights under the Plan shall be governed by and construed according to the laws of the State of Delaware, except to the extent such laws are preempted by the laws of the United States of America.

ENBRIDGE EMPLOYEE SERVICES, INC.

By: _____

Title: _____

Date: _____

Addendum A

Service Prior to Participation in the Plan

In determining the Plan benefit of the following Participants under paragraph (b)(i) of Article 3, it shall be assumed that the Participant began accruing Credited Service under the Qualified Plan on June 1, 2001.

Chip Berthelot
Bill Bray
Chris Kaitson
Dan Tutcher

Addendum B

Benefit for Retired Participants

Each of the following individuals (or if applicable such individual's spouse) shall be entitled to receive the benefit set forth opposite his name below from the Plan notwithstanding the fact that such individual terminated his employment prior to the Effective pate. Such individuals shall be considered Plan Participants and shall be subject to the terms of the Plan, other than Articles 2. 3, 4 and 5. In each case, the benefit is payable in the same form as the Participant's benefit under the Qualified Plan as elected by the Participant prior to the Effective Date.

Name	Form of Benefit	Monthly Benefit as of January 1, 2002
Argument, R	Joint and 50% Survivor	$288
Cochrane, W	Joint and 50% Survivor	$221
Phillips, B.	Joint and 100% Survivor	$2,778
Schram, C.	Joint and 50% Survivor	$844

The amount of each periodic benefit payment set forth above shall be increased to reflect a cost of living adjustment at the same time and in the same manner as under the Qualified Plan.

Addendum C

Special Negotiated Benefits

The Company may from time to time provide special benefits for one or more of its employees in addition to the benefits provided to him or her under the Plan. In such case, the Company may, by separate agreement, set out the terms of that special benefit C}.lld may specify that the special benefit is provided under the Plan. The employee entitled to receive the special benefit shall be considered to be a Participant in the Plan, and the terms of the Plan, to the extent specified in the separate agreement, shall apply to him or her.

Addendum D

St. Lawrence Gas Company Inc.
Application of Certain Plan Provisions

Except as set forth below, the term "Qualified Plan," as used in the PIwith respect to Plan Participants who are employees of the St. Lawrence Gas Company Inc. (the "St. Lawrence Gas Participants"), means the Pension Plan for Employees of the St. Lawrence Gas Company, Inc. (the "St. Lawrence Pension Plan"). For purposes of applying the Plan to such St. Lawrence Gas Participants, where a defined term in the Plan references the "Qualified Plan" for its meaning, and such term is not defined in the St. Lawrence Pension Plan, such term shall be deemed to have the meaning given to a similar or analogous term in the St. Lawrence Pension Plan. For purposes of paragraph (b)(i) of Article 3 only, the term "Qualified Plan" as used in each place it appears therein shall mean the "Enbridge (U.S.) Inc. Employees' Annuity Plan" and not the St. Lawrence Pension Plan, and for purposes of this paragraph it shall be assumed that a St. Lawrence Gas Participant was a participant in, and accruing benefits under, the Enbridge (U.S.) Inc. Employees' Annuity Plan.

Special Benefit for Highly Compensated Employees of St. Lawrence Gas Company, Inc.

Notwithstanding any other provision of the Plan to the contrary, any employee of the St. Lawrence Gas Company, Inc. (a) who is excluded from participation in the St. Lawrence Pension Plan because the employee is a Highly Compensated Employee as defined in the St. Lawrence Pension Plan ("Highly Compensated Employee") or (b) with respect to whom benefit accruals under the St. Lawrence Pension Plan have ceased because the employee is a Highly Compensated Employee shall receive a benefit under the Plan that is, when combined with any benefit the employee has accrued under the St. Lawrence Pension Plan, equal to the benefit said employee would have received from the St. Lawrence Pension Plan had he not been a Highly Compensated Employee. Unless such an employee satisfies the requirements of Section 2.1 of the Plan, such employee shall not receive any other benefit under the Plan.

EXHIBIT 10.21

AMENDMENT 1 TO THE ENBRIDGE SUPPLEMENTAL PENSION PLAN FOR UNITED STATES EMPLOYEES (AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2005)

Pursuant to Section 8.1 of the Enbridge Supplemental Pension Plan for United States Employees (as Amended and Restated Effective January **1,** 2005) (the *"Plan"),* the Enbridge Employee Services, Inc. Board of Directors has approved this amendment to the Plan by execution of a Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, as follows:

1. ***Plan Section 1.1(u)(ii)(B) is hereby stricken and replaced in its entirety by the following new Section 1.1(u)(ii)(B):***

> (B) For services performed after December 31, 1999, for purposes of subparagraph (b)(i)(E) of Article 3, fifty (50%) of the sum of the eligible performance bonuses received by the Participant in the calendar year for which the Pensionable Bonus is being determined for services performed starting from the earlier of **(1)** the year 2007 or (2) the year the Participant first becomes a Senior Management Employee.

2. ***Plan Section 4.2 is hereby amended by adding the following new sentence at the end thereof:***

> The benefit payable under this Section 4.2 applies to all Participants in the Plan, regardless of whether the Participant is entitled to a cost of living adjustment under the Qualified Plan.

3. ***The following new paragraph is hereby added at the end of Addendum D:***

> For each Participant who is a Highly Compensated Employee (as defined in the previous paragraph), such Participant shall be entitled to receive an additional benefit under the Plan as part of his Supplemental Retirement Benefit in an amount that is equal to the employee portion of the FICA tax, but only with respect to the portion of the benefit that would otherwise have been tax-qualified had the Participant continued participation in the St. Lawrence Pension Plan. For all purposes of this Addendum D, "benefit" wherein it appears shall refer to the Participant's Supplemental Retirement Benefit.

Except as amended hereby, the Plan is ratified and confirmed in all respects.

[Signature page follows.}

To record this Amendment 1, the undersigned member of the Pension Administration Committee and officer of Enbridge Employee Services, Inc., hereby approves and executes this Amendment as of the date set forth below.

Chris Kaitson, Vice President- Law

August 15, 2012

Date

Execution Copy

AMENDMENT 2 TO THE ENBRIDGE SUPPLEMENTAL PENSION PLAN FOR UNITED STATES EMPLOYEES (AS AMENDED AND RESTATED EFFECTIVE JANUARY 1, 2005)

Pursuant to Section 8.1 of the Enbridge Supplemental Pension Plan for United States Employees (as Amended and Restated Effective January 1, 2005) (the ***"Plan"),*** the Enbridge Employee Services, Inc. Board of Directors has approved this amendment to the Plan by execution of a Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, as follows:

1. ***Plan Section l.l(u) is hereby amended and replaced in its entirety as follows:***

(u) **"Pensionable Bonus,"** for a calendar year, means:

(i) For a Participant who was employed by an Affiliate as of December 31,

1999, in a position of vice-president or above,

(A) for purposes of subparagraph (a)(i)(F) of Article 3 and Section 5.3 (a)(i)(C)(3). the greater of: (x) fifty percent (50%) of the sum of the eligible performance bonuses received by the Participant in the year; and (y) the lesser of the sum of the eligible performance bonuses received by the Participant in the year and the associated target annual performance bonus for the Participant for the year, and

(B) for purposes of subparagraph (b)(i)(F) of Article 3. fifty percent (50%) of the sum of the eligible performance bonuses received by the Participant in the year for services performed as a Senior Management Employee.

(ii) For a Participant who is not described in paragraph (i). above:

(A) for purposes of subparagraph (a)(i)(F) of Article 3 and Section 5.3(a)(i)(C)(3). nil, and

(B) for bonuses paid either (1) before September 15, 2013, or (2) on or after September 15, 2013, to a Participant who is not an Oil/NGL Marketing Employee (defined below) who participates in an EBT Bonus (defined below), for purposes of subparagraph (b)(i)(F) of Article 3. fifty percent (50%) of the sum of the eligible performance bonuses received by the Participant in the year for services performed after December 31, 1999, as a Senior Management Employee.

(C) for bonuses paid on or after September 15, 2013, to an OiljNGL Marketing Employee (defined below) who participates in an EBT Bonus (defined below), for purposes of subparagraph (b) (i) (F) of Article 3. fifty percent (50%) of the lesser of (1) the sum of the cash amount of the EBT Bonus received by the Oil/NGL Marketing Employee in the year and (2) twice the corporate notional short-term incentive target for that Participant's career grade classification (as defined in the payroll records of the Company).

(iii) In determining the Pensionable Bonus for a Participant who transferred to an Associate Company from the Company for the first time prior to January

1, 1997 and whose employment ceases while he is employed by an Associate Company, the Participant's Pensionable Bonus for benefit computation purposes shall be limited to the Pensionable Bonus received prior to the Participant's date of transfer.

(iv) Effective for bonuses paid on or after September 15, 2013:

(D) **"EBT Bonus"** means (1) a commission-style bonus plan in which bonuses related to employment as an Oil/NGL Marketing Employee are based on a specified amount of EBT (i.e., earnings before taxes) as split between employees on a discretionary basis by the Employer, or (2) other annual discretionary bonus for Oil/NGL Marketing Employees; and

(E) **"Oil/NGL Marketing Employee"** means a Participant who has responsibilities affiliated with Tidal Energy Marketing, Enbridge Energy Marketing, or Enbridge Liquids, Transportation & Marketing and is eligible to receive an EBT Bonus on or after September 15, 2013, and before the date of his Separation from Service.

No Pensionable Bonus shall be deemed to have been received by a Participant during his or her period of Disability (as defined in the Qualified Plan).

Except as amended hereby, the Plan is ratified and confirmed in all respects.

To record this Amendment 2, the undersigned President of Enbridge Employee Services, Inc., hereby approves and executes this Amendment to be effective as of the date set forth below.

/s/ Joan E. Gay

Joan E. Gay, President
Enbridge Employee Services, Inc.

/s/ 12/20/13

Date

EXHIBIT 10.22

SPECTRA ENERGY CORP
DIRECTORS' SAVINGS PLAN
(As Amended and Restated Effective as of May 1, 2012)

TABLE OF CONTENTS

SPECTRA ENERGY CORP
DIRECTORS' SAVINGS PLAN

ARTICLE I

ESTABLISHMENT AND PURPOSE OF PLAN

The Spectra Energy Corp Directors' Savings Plan (the ***"Plan")*** was established by Spectra Energy Corp, effective as of the Distribution Date (as defined below), and is hereby amended and restated effective as of May 1, 2012. The purposes of the Plan are (i) to provide deferred compensation for the Nonemployee Directors of the Board and (ii) to provide for the payment of certain amounts deferred under the Duke Energy Corporation Directors' Savings Plan.

ARTICLE II

DEFINITIONS

Wherever used herein, a pronoun or adjective in the masculine gender includes the feminine gender, the singular includes the plural, and the following terms have the following meanings unless a different meaning is clearly required by the context.

2.1 ***"Account"*** means the single bookkeeping account established and maintained pursuant to the Plan in the name of each Participant, which Account shall include the following: (i) Fixed Interest Investment Option as defined in Section 4.4(i), (ii) SECS Investment Option as defined in Section 4.1 and (iii) Spectra Stock Deferral Investment Option as defined in Section 4.2.

2.2 ***"Beneficiary"*** means the person or persons designated by a Participant, or by another person entitled to receive benefits hereunder, to receive benefits following the death of such person.

2.3 ***"Board of Directors"*** or ***"Board"*** means the Board of Directors of the Company.

2.4 ***"Change in Control"*** shall be deemed to have occurred upon:

(i) an acquisition subsequent to the Distribution Date by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) ofthe Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then outstanding shares of Company common stock or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; excluding, however, the following: (1) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) any acquisition by the Company and (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or of its affiliated companies;

(ii) during any period of two (2) consecutive years (not including any period prior to the Distribution Date), individuals who at the beginning of such period constitute the Board of Directors (and any new Directors whose election to the Board or nomination for election by the Company's shareholders was approved by a vote of at least 2/3 of the Directors then still in office who either were Directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason (except for death, disability or voluntary retirement) to constitute a majority thereof;

(iii) the consummation, after the Distribution Date, of a merger, consolidation, reorganization or similar corporate transaction, which has been approved by the shareholders of the Company, whether or not the Company is the surviving Company in such transaction, other than a merger, consolidation, or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company (or such surviving entity) outstanding immediately after such merger, consolidation, or reorganization; or

(iv) the consummation, after the Distribution Date, of (A) the sale or other disposition of all or substantially all ofthe assets ofthe Company or (B) a complete liquidation or dissolution of the Company, which has been approved by the shareholders of the Company;

provided that in no event shall a Change in Control be deemed to have occurred by reason of any of the events resulting from the separation transaction pursuant to which the Company becomes a separate publicly-held corporation for the first time.

2.5 ***"Code"*** means the Internal Revenue Code of 1986, as amended.

2.6 ***"Company"*** means Spectra Energy Corp.

2.7 ***"Compensation"*** means all retainers, committee chair fees and meeting/committee fees earned by Nonemployee Directors for services actually rendered in conjunction with service on the Board of Directors.

2.8 ***"Compensation Committee"*** means the compensation Committee of the Board of Directors, or its delegate.

2.9 ***"Deferred Compensation"*** or "Deferrals" mean Compensation deferred under the Plan.

2.10 ***"Director"*** means a member of the Board of Directors.

2.11 ***"Distribution Date"*** has the meaning given such term in the Separation and Distribution Agreement by and between Duke Energy Corporation and Spectra Energy Corp.

2.12 ***"Duke"*** means Duke Energy Corporation.

2.13 ***"Duke Plan"*** means the Duke Energy Corporation Directors' Savings Plan.

2.14 ***"Duke Retirement Plan"*** means the Duke Power Company Retirement Plan for Outside Directors as it existed on December 31, 1996.

2.15 ***"Fair Market Value"*** of a share of common stock means the closing price at which shares of Company common stock were sold on the New York Stock Exchange as indicated in the composite transactions for the day in question or, if such day is not a trading day for such exchange, for the most recent trading day preceding such day.

2.16 ***"Nonemployee Director"*** means a member of the Board of Directors who is not employed by Spectra Energy Corp or any of its affiliated companies.

2.17 ***"Participant"*** means a Nonemployee Director who is eligible to participate in the Plan.

2.18 ***"Phantom Stock Unit"*** means a unit of measure which is equal in value to one share of Company common stock.

2.19 ***"Plan"*** means this Spectra Energy Corp Directors' Savings Plan.

2.20 ***"Separation From Service"*** means a Participant's separation from service on the Board of Directors with the meaning of Code Section 409A.

ARTICLE III

ELIGIBILITY

3.1 Eligibility under Predecessor Plan. Any active Nonemployee Director who made a timely deferral election under the Duke Plan prior to the Distribution Date will be eligible to participate in the Plan on and after the Distribution Date. Moreover, any individual with respect to whom "Assumed Amounts" (as defined in Section 4.3) are credited hereunder shall automatically participate, and be a Participant, in the Plan with respect to such Assumed Amounts as of the Distribution Date.

3.2 General. Any individual who is not described in Section 3.1 and who becomes a Nonemployee Director will become a Participant in the Plan upon beginning to serve as a member of the Board of Directors. By no later than thirty (30) days after becoming a Nonemployee Director, the Nonemployee Director may file with the Company an irrevocable election, utilizing such form as the Company shall prescribe, to defer under the Plan a specified portion of such Compensation that would otherwise be currently payable, that the Nonemployee Director may earn subsequent to the date the election form is filed with the Company. A Nonemployee Director may at any time make a new irrevocable election that shall be applicable only to Compensation earned after the end of the calendar year during which the election form was filed with the Company. By not later than the date specified by the Company, which shall be within thirty (30) days after the date that a Nonemployee Director is granted a Phantom Stock Unit under a Company-sponsored long-term incentive plan (including, but not limited to, the Company's 2007 Long-Term Incentive Plan), the Nonemployee

Director may file with the Company an irrevocable election, utilizing such form as the Company shall prescribe, to defer under the Plan payment of Phantom Stock Units covered by such award in accordance with the provisions of such long-term incentive plan, provided that such election is consistent with the subsequent deferral election provisions of Code Section 409A.

3.3 Revocation. An election to defer Compensation pursuant to Section 3.1 will remain in effect until revoked, except that no revocation will be effective unless is it made prior to the beginning of the calendar year to which it relates.

ARTICLE IV

ACCOUNTS

4.1 Maintenance of Participant Account. An Account shall be established and maintained in the name of each Participant. The Account shall reflect amounts credited thereto pursuant to the Participant's deferrals of Compensation earned on or after the Distribution Date, and to Elective Phantom Stock Unit Deferrals, with adjustments for investment performance as specified in this Section 4.1 and charges for Plan benefits paid (or amounts forfeited). Except to the extent otherwise provided in the Plan, each Participant shall direct, in accordance with rules and procedures established by the Compensation Committee or its designee, the "investment" of the Participant's Account among phantom investment options, which are bookkeeping devices without actual asset portfolios, that correspond to the investment options available under the Spectra Energy Corp Executive Savings Plan, which, in turn, correspond to the investment funds available for investment under the Spectra Energy Retirement Savings Plan ***("RSP")***. In this regard, the Plan's investment option that corresponds to the RSP's Spectra Energy Corp Common Stock Fund shall be referred to as the "SECS Investment Option." The portion of the Participant's Account that is "invested" in a particular investment option shall be adjusted monthly (or on such more frequent basis approved by the Company), upward or downward, to reflect the investment performance experienced for the respective period on like amounts invested in the corresponding RSP investment fund, although no actual investment will be made in the RSP investment fund on behalf of the Participant's Account.

In connection with the deferral of Compensation that is not otherwise payable only as Company common stock, such Deferred Compensation shall be invested in such open investment option(s) as the Participant shall direct.

4.2 Phantom Investment Options. In connection with Elective Phantom Stock Unit Deferrals, deferred payment on a Phantom Stock Unit, upon such unit becoming vested, will automatically be credited, on the basis ofthe Fair Market Value of a share of Company common stock, as of the respective crediting date, and maintained as a unit of a phantom investment option, in the ***"Spectra Stock Deferral Investment Option,"*** which shall correspond to the RSP's Spectra Energy Corp Common Stock Fund. The Participant (or, if deceased, the Participant's Beneficiary) may not elect to transfer amounts from the Spectra Stock Deferral Investment Option to any other investment option(s). The Spectra Stock Deferral Investment Option shall not be open to any deferral other than an Elective Phantom Stock Unit Deferral, or to any elective transfer from any other investment option.

Except for amounts invested in the Spectra Stock Deferral Investment Option, the Participant (or, if the Participant is deceased, the Participant's beneficiary) may elect subsequent transfer of amounts from any investment option to any open investment option(s) on a monthly basis (or on such more frequent basis approved by the Company).

4.3 Assumed Amounts. The Company has assumed the deferred compensation obligations under the Duke Plan with respect to certain Participants who previously served as non-employee directors of Duke ***("Assumed Amounts")***. The Assumed Amounts credited to Accounts hereunder shall remain subject to the same vesting schedule and elections (including deferral and distribution elections) and beneficiary designations that were controlling under the Duke Plan immediately prior to the Distribution Date until a new election is made in accordance with the terms of this Plan, which by its terms, supersedes the prior election.

4.4 Investment of Assumed Amounts. Except as provided below, upon the Distribution Date, the Assumed Amounts shall be subject to the same investment elections, and deemed invested in the same investment options, that were controlling under the Duke Plan immediately prior to the Distribution Date until a new election is made in accordance with the terms of this Plan, which by its terms, supersedes the prior election; provided, however, that unless otherwise provided below, an investment election relating to the "DECS Investment Option" under the Duke Plan is deemed to apply to the SECS Investment Option. Notwithstanding the preceding sentence, the following additional provisions shall apply to the deemed investment of the Assumed Amounts:

(i) Any Assumed Amounts that, immediately prior to the Distribution Date, were invested in the investment option that credited interest at the fixed rates applicable under the Duke Power Company Compensation Deferral Plan for Outside Directors as it existed on December 31, 1996 (the ***"Fixed Interest Investment Option")*** and the Duke Energy Corporation Retirement Savings Plan's Money Market Fund under the Duke Plan (the ***"Money Market Fund")*** shall continue to be invested in such options. A Participant (or, if the Participant is deceased, the Participant's Beneficiary) may elect to transfer amounts from such investment options to any open investment option, but the Fixed Interest Investment Option and the Money Market Fund shall be closed to additional deferrals and to transfers from any other investment option.

4.5 Corporate Transactions. If there shall occur any merger, consolidation, liquidation, issuance of rights or warrants to purchase securities, recapitalization, reclassification, stock dividend, spin-off, split-off, stock split, reverse stock split or other distribution with respect to the shares of Duke or the Company, or any similar corporate transaction or event in respect of such shares, then the Compensation Committee shall, in the manner and to the extent that it deems appropriate and equitable to the Participants and consistent with the terms of this Plan, cause a proportionate adjustment to be made in number and kind of shares deemed held under the Plan. Moreover, in the event of any such transaction or event, the Compensation Committee, in its discretion, may provide in substitution for any or all outstanding shares under the Plan such alternative consideration as it, in good faith, may determine to be equitable under the circumstances.

ARTICLE V

VESTING

5.1 Generally. A Participant is 100% vested in his Account except to the extent otherwise provided in Section 5.2.

5.2 Assumed Amounts. The portion of the Assumed Amounts that is attributable to the Participant's participation in the Duke Retirement Plan, as adjusted for investment performance after December 31, 1996, shall vest upon Separation From Service (i) on account of death or disability, (ii) after attaining age 62, or (iii) on account of, or after, a Change in Control. Otherwise, such portion, as so adjusted, shall be forfeited upon Separation From Service.

ARTICLE VI

PAYMENT OF BENEFITS

6.1 Amount. Except as otherwise provided in Section 4.3 or Section 5.2, following Separation from Service, a Participant will receive, or will begin to receive, payment of his benefits under this Plan, which consist of the portion of his Account that is vested, as determined under Article V.

6.2 Payment Election.

(a) A Nonemployee Director who is eligible to participate in the Plan under Section 3.2 must elect his form of benefit payment before earning any Compensation that is deferred under the Plan and before any Phantom Stock Units are credited to the Participant's Account. Such election is made by completing the form prescribed by the Company and filing the completed form with, and acceptance by, the Company. Failure to timely elect a benefit payment form shall result in a deemed election of five annual installment payments. The election of a benefit payment form is irrevocable, except that a Participant may change his benefit payment form election by completing a new election form and filing the completed form with, and acceptance by, the Company; provided, however, that the Nonemployee Director has not filed a payment election form within the prior

12 months. With respect to amounts deferred under Sub-Plan II (as defined in Section 11.6), except where the payment of the Participant's benefit is due to death or disability (within the meaning of Code Section 409A), (i) a Participant's election to change the form of benefit payment shall become effective one year from the date on which the election form was filed with the Company, but only if the Participant continued to serve on the Board of Directors throughout such one-year period, and (ii) any lump sum or installment form of payment that is changed by the Participant's election pursuant to this paragraph will be paid or commence being paid not earlier than five years from the date such payment would otherwise have been paid.

(b) The alternative forms of benefit payment under the Plan are: (1)

(1) Single lump sum payment;

(2) Five annual installments;

(3) Ten annual installments.

(c) If the Participant is to be paid in a single lump sum payment, the Participant will receive a single cash payment equal to the balance of the vested portion of the Participant's Account that is then invested in any investment option other than the SECS Investment Option or the Spectra Stock Deferral Investment Option. The balance of the vested portion of the Participant's Account that is then invested in the SECS Investment Option and the Spectra Stock Deferral Investment Option will be paid in whole shares of Company common stock, valued at Fair Market Value on the last day of the month that immediately precedes the month of payment, with any fractional share paid in cash. Cash payment amounts will be calculated as of the last day of the month, and after any interest credited at fixed rate(s) has been allocated for the month, that immediately precedes the month of payment. A single lump sum payment shall be paid as soon as administratively feasible after the cash amount and number of whole shares of Company common stock that are to be included in the payment have been determined, including the cash amount for any fractional share, but not later than sixty (60) days after Separation From Service, as provided under Sections 4.3 and 5.2. To the extent that the delivery of any shares of Company common stock to a Participant under this Plan otherwise would cause all or any portion of the Plan to be considered an "equity compensation plan" as such term is defined in Section 303A(8) of the New York Stock Exchange Listed Company Manual or any successor rule (the ***"Listed Company Manual"),*** then such shares shall be paid from, and shall count against the share reserve of, a Company-sponsored "equity compensation plan" designated by the Compensation Committee that complies with the shareholder approval requirements contained in the Listed Company Manual.

(d) If a Participant is to be paid in either five or ten annual installments, the cash amount and number of whole shares of Company common stock to be included in a particular annual installment will be determined by the Company utilizing the same valuation methodology provided in Section 6.2(c), applied as of the December 31 that immediately precedes the month of payment of that installment, and divided by the installments then remaining, to obtain the cash amount and the number of whole shares of Company common stock, including the cash amount for any fractional share, to be paid in the current installment. Notwithstanding the previous sentence, the first annual installment payment will be determined using the same methodology, but applied as of the last day of the month that immediately precedes the payment of such first annual installment. An annual installment shall be paid as promptly as administratively feasible after the cash amount and number of whole shares of Company common stock, including the cash amount for any fractional share, that are to be included in the installment have been determined, but payments must commence not later than sixty (60) days after Separation From Service, as provided under Sections 4.3 and 5.2, and each successive installment payment shall be paid not later

than sixty (60) days after each December 31st following such Separation From Service.

6.3 Source of Payments. All payments under the Plan will be made from the general funds of the Company. The Company may, at its discretion, establish a grantor trust, commonly known as a "rabbi" trust, to hold Company assets, which may include, shares of Company common stock from which the Company may make benefit payments.

ARTICLE VII

DEATH BENEFITS

7.1 Beneficiary Designation. In accordance with procedures established by the Company, each Participant shall designate a Beneficiary or Beneficiaries to receive payment of his vested unpaid Account upon his death, as provided in Section 7.3 or Section 7.4 below.

7.2 No Beneficiary. If a deceased Participant did not designate a Beneficiary, or if the designated Beneficiary should predecease the Participant or be the Participant's estate, the death benefit of the Participant shall be paid to the estate of the Participant in a single cash payment within sixty (60) days following the date of the Participant's death.

7.3 Death Before Payment Begins. If a Participant should die before Plan benefits have commenced, payments will be made to his or her Beneficiary, as a death benefit, in the same alternate form selected by the Participant under Section 6.2(b), except where Section 7.2 would be applicable.

7.4 Death After Payment Begins. If a Participant should die after Plan benefits have commenced, payments will continue to be made, as a death benefit, to his or her Beneficiary or Beneficiaries in the alternate form selected by the Participant, except where Section 7.2 would be applicable.

7.5 Payment Timing. All payments made to a Participant's beneficiary or estate shall be made in accordance with the timing of payment requirements of Article VI.

ARTICLE VIII

AMENDMENT AND TERMINATION

8.1 Amendment and Termination.

The Board of Directors may, in its discretion:

(i) Terminate the plan with respect to future participants or future benefit accruals for current Participants; and

(ii) Amend the Plan in any respect, at any time.

No such termination or amendment may reduce the amount of any then accrued benefit of any Participant and any attempt to do so shall be void.

ARTICLE IX

ADMINISTRATION

9.1 Plan Sponsor. The Company is the Plan sponsor.

9.2 Named Fiduciary. The Compensation Committee is the named fiduciary of the Plan and as such shall have the authority to control and manage the operation and administration of the Plan except as otherwise expressly provided in this Plan document. The named fiduciary may designate persons other than the named fiduciary to carry out fiduciary responsibilities under the Plan. Any such allocation or designation must be in writing and must be accepted in writing by any such other person.

9.3 Plan Administrator. The Compensation Committee is the administrator of the Plan. As administrator, the Compensation Committee has the authority (without limitation as to other authority) to delegate its duties to agents and to make rules and regulations that it believes are necessary or appropriate to carry out the Plan. The Compensation Committee has the discretion as a Plan fiduciary (i) to interpret and construe the terms and provisions of the Plan (including any rules or regulations adopted under the Plan), (ii) to determine questions of eligibility to participate in the Plan and (iii) to make factual determinations in connection with any of the foregoing. A decision of the Compensation Committee with respect to any matter pertaining to the Plan including, without limitation, the individuals determined to be Participants, the benefits payable, and the construction or interpretation of any provision thereof, shall be conclusive and binding upon all persons and entities. No Compensation Committee member shall participate in any decision of the Compensation Committee that would directly and specifically affect the timing or amount of his or her benefits under the Plan, except to the extent that such decision applies to all Participants under the Plan.

ARTICLE X

CLAIMS PROCEDURE

10.1 Claim. A person with an interest in the Plan shall have the right to file a claim for benefits under the Plan and to appeal any denial of a claim for benefits. Any request for a Plan benefit or to clarify the claimant's rights to future benefits under the terms of the Plan shall be considered to be a claim.

10.2 Written Claim. A claim for benefits will be considered as having been made when submitted in writing by the claimant (or by such claimant's authorized representative) to the Compensation Committee. No particular form is required for the claim, but the written claim must identify the name of the claimant and describe generally the benefit to which the claimant believes he is entitled. The claim may be delivered personally during business hours or mailed to the Compensation Committee.

10.3 Compensation Committee Determination. The Compensation Committee will determine whether, or to what extent, the claim may be allowed or denied under the terms of the Plan. If the claim is wholly or partially denied, the claimant shall be so informed by written notice 90 days after the day the claim is submitted unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the final decision. If notice of denial of a claim (in whole or in part) is not furnished within the initial 90-day period after the claim is submitted (or, if applicable, the extended 90-day period), the claimant shall consider that his claim has been denied just as if he had received actual notice of denial.

10.4 Notice of Determination. The notice informing the claimant that his claim has been wholly or partially denied shall be written in a manner calculated to be understood by the claimant and shall include:

(i) The specific reason(s) for the denial.

(ii) Specific reference to pertinent Plan provisions on which the denial is based.

(iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

(iv) Appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.

10.5 Appeal. If the claim is wholly or partially denied, the claimant (or his authorized representative) may file an appeal of the denied claim with the Compensation Committee requesting that the claim be reviewed. The Compensation Committee shall conduct a full and fair review of each appealed claim and its denial. Unless the Compensation Committee notifies the claimant that due to the nature of the benefit and other attendant circumstances he is entitled to a greater period of time within which to submit his request for review of a denied claim, the claimant shall have 60 days after he (or his authorized representative) receives written notice of denial of his claim within which such request must be submitted to the Compensation Committee.

10.6 Request for Review. The request for review of a denied claim must be made in writing. In connection with making such request, the claimant or his authorized representative may:

(i) Review pertinent documents.

(ii) Submit issues and comments in writing.

10.7 Determination of Appeal. The decision of the Compensation Committee regarding the appeal shall be promptly given to the claimant in writing and shall normally be given no later than 60 days following the receipt of the request for review. However, if special circumstances (for example, if the Compensation Committee decides to hold a hearing on the appeal) require a further

extension of time for processing, the decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. However, if the Compensation Committee holds regularly scheduled meetings at least quarterly, a decision on review shall be made by no later than the date of the meeting which immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (for example, if the Compensation Committee decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than the third meeting following the Plan's receipt of the request for review. If special circumstances require that the decision will be made beyond the initial time for furnishing the decision, written notice of the extension shall be furnished to the claimant (or his authorized representative) prior to the commencement of the extension. The decision on review shall be in writing and shall be furnished to the claimant or his authorized representative within the appropriate time for the decision. If a decision on review is not furnished within the appropriate time, the claim shall be deemed to have been denied on appeal.

10.8 Hearing. The Compensation Committee may, in its sole discretion, decide to hold a hearing if it determines that a hearing is necessary or appropriate in order to make a full and fair review of the appealed claim.

10.9 Decision. The decision on review shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based.

10.10 Exhaustion of Appeals. A person must exhaust his rights to file a claim and to request a review of the denial of his claim before bringing any civil action to recover benefits due to him under the terms of the Plan, to enforce his rights under the terms of the Plan, or to clarify his rights to future benefits under the terms of the Plan.

10.11 Compensation Committee's Authority. The Compensation Committee shall exercise its responsibility and authority under this claims procedure as a fiduciary and, in such capacity, shall have the discretionary authority and responsibility (i) to interpret and construe the Plan and any rules or regulations under the Plan, (ii) to determine the eligibility ofNonemployee Directors to participate in the Plan, and the rights of Participants to receive benefits under the Plan, and (iii) to make factual determinations in connection with any of the foregoing.

ARTICLE XI

GENERAL PROVISIONS

11.1 No Assignment. Except as provided under Section 11.2 with respect to a DRO, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge these benefits shall be void. No right or benefit under this Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to the benefit. If any Participant or Beneficiary under the Plan should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right to a benefit hereunder, then the right or benefit, in

the discretion of the Committee, shall cease. In these circumstances, the Committee may hold or apply the benefit payment or payments, or any part of it, for the benefit of the Participant or his Beneficiary, the Participant's spouse, children, or other dependents, or any of them, in any manner and in any portion that the Committee may deem proper.

11.2 Domestic Relations Order. The anti-alienation restrictions of Section 11.1 shall not apply to a domestic relations order (as defined in Code Section 414(p)(1)(B)) (a *"DRO")*. The Committee may direct the acceleration of payment of all or a portion of a Participant's Account and pay such amount to an individual other than the Participant to the extent necessary to fulfill the requirements of a DRO. The rules set forth in Section 6.2(a) governing subsequent changes in the Participant's benefit payment election shall not apply to any change in the form and timing of payment to the extent that such election is reflected in, or made in accordance with, the terms of a DRO.

11.3 No Liability. No right or benefit hereunder shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to benefits under this Plan.

11.4 Unsecured Promise. The Company's obligations under this Plan shall be as unfunded and unsecured promise to pay. The Company shall not be obligated under any circumstances to fund its financial obligations under this Plan. The Company may establish a grantor trust to assist it in meeting its obligations under this Plan. The Company shall not be obligated to establish such a trust, and if established, the Company shall not be obligated to make contributions to the trust.

11.5 Governing Law. This Plan shall be construed and administered in accordance with the laws of the State of Texas to the extent that such laws are not preempted by Federal law.

11.6 Compliance with Code Section 409A. The Plan is divided into two separate deferred compensation sub-plans, one of which shall be named *"Sub-Plan I"* and the other shall be named *"Sub-Plan II"*. Sub-Plan I shall include only "amounts deferred" before January 1, 2005 (within the meaning of Code Section 409A) under the Duke Plan, and earnings thereon, and such deferred compensation shall be subject to the applicable provisions of the Duke Plan as in effect on October 3, 2004, as modified herein, and as Sub-Plan I is subsequently amended or otherwise changed, except as would result in such deferred compensation becoming subject to Code Section 409A. The adoption and amendment of the Plan is not intended to be a "material modification" (within the meaning of Code Section 409A) with respect to amounts governed by Sub-Plan I. Sub-Plan II shall include only "amounts deferred" after December 31, 2004, and earnings thereon, and such deferred compensation shall be subject to the provisions of the Plan as in effect on the Distribution Date, as subsequently amended or otherwise changed. The Company intends Sub-Plan II to comply with the provisions of Code Section 409A. Sub-Plan II shall be construed, administered and governed in a manner that effectuates such intent, and no action shall be taken that would be inconsistent with such intent. To the extent that any terms of the Plan are ambiguous, such terms shall be interpreted as necessary to comply with Code Section 409A.

IN WITNESS WHEREOF, this amendment and restatement of the Plan is executed on behalf of the Company this 1st day of May, 2012.

SPECTRA ENERGY CORP
By: _____
Name: Dorothy M. Ables
Title: Chief Administrative Officer

EXHIBIT 10.23

SPECTRA ENERGY CORP
EXECUTIVE SAVINGS PLAN
(As Amended and Restated Effective as of May 1, 2012)

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SPECTRA ENERGY CORP
EXECUTIVE SAVINGS PLAN

PURPOSE

The purposes of this Plan are (i) to provide deferred compensation for a select group of management or highly compensated employees and (ii) to provide for the payment of certain amounts deferred under the predecessor Duke Energy Corporation Executive Savings Plans I and II. This Plan is intended to be a nonqualified, unfunded plan of deferred compensation for a select group of management or highly compensated employees that qualifies as a top-hat plan that is exempt from substantially all of the requirements of Title I of the Employee Retirement Income Security Act of 1974, as amended *("ERISA"),* and shall be so interpreted and administered.

ARTICLE I

TITLE AND EFFECTIVE DATE

1.1 Name of Plan. This Plan shall be known as the Spectra Energy Corp Executive Savings Plan (hereinafter referred to as *"Plan").*

1.2 Effective Date. The Plan was first effective as of the Distribution Date (as defined below), and is hereby amended and restated effective as ofMay 1, 2012.

ARTICLE II

DEFINITIONS

2.1 ***"Account"*** shall mean the record of deferrals and contributions and adjustments thereto maintained with respect to each Participant pursuant to Article VI.

2.2 ***"Automatic Deferral Compensation"*** shall mean an amount equal to: (i) the Maximum RSP Deferral Limitation for a Plan Year, divided by (ii) the "Maximum Matching Contribution Percentage" (as such term is defined in the RSP) for such Plan Year.

2.3 ***"Automatic Deferral Election"*** shall mean the deferral election made by a Participant pursuant to Section 4.3.

2.4 ***"Automatic Deferral Election Date"*** shall mean the last day of the second Plan Year preceding the Plan Year to which a Participant's Automatic Deferral Election applies. For example, the Automatic Deferral Election Date applicable to an Automatic Deferral Election for the 2011 Plan Year is December 31, 2009.

2.5 ***"Base Pay"*** shall mean, for each Participant, the base salary as defined by the Company's normal payroll practices and procedures, paid during a Plan Year (or which would have been paid during a Plan Year but for salary reductions and elective deferrals under Code Sections 125 and 401(k) and Base Pay deferrals under this Plan). In no event shall Base Pay include any compensation, whether paid or deferred, pursuant to Incentive Plans.

2.6 ***"Beneficiary"*** means the person or persons designated by a Participant, or by another person entitled to receive benefits hereunder, to receive benefits following the death of such person.

2.7 ***"Board"*** shall mean the Board ofDirectors of Spectra Energy Corp.

2.8 ***"Change in Control"*** shall be deemed to have occurred upon:

(i) an acquisition subsequent to the Distribution Date by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended) (a *"Person")* of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then outstanding shares of common stock of Spectra Energy Corp (B) the combined voting power of the then outstanding voting securities of Spectra Energy Corp entitled to vote generally in the election of directors; excluding, however, the following: (1) any acquisition directly from Spectra Energy Corp, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from Spectra Energy Corp, (2) any acquisition by Spectra Energy Corp and (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by Spectra Energy Corp or its affiliated companies;

(ii) during any period of two (2) consecutive years (not including any period prior to the Distribution Date), individuals who at the beginning of such period constitute the Board (and any new directors whose election by the Board or nomination for election by the Spectra Energy Corp's shareholders was approved by a vote of at least 2/3 of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason (except for death, disability or voluntary retirement) to constitute a majority thereof;

(iii) the consummation, after the Distribution Date, of a merger, consolidation, reorganization or similar corporate transaction which has been approved by the shareholders of Spectra Energy Corp, whether or not Spectra Energy Corp is the surviving corporation in such transaction, other than a merger, consolidation, or reorganization that would result in the voting securities of Spectra Energy Corp outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least
50% of the combined voting power of the voting securities of Spectra Energy Corp (or such surviving entity) outstanding immediately after such merger, consolidation or reorganization; or

(iv) the consummation, after the Distribution Date, of (A) the sale or other disposition of all or substantially all of the assets of Spectra Energy Corp or (B) a complete liquidation or dissolution of Spectra Energy Corp, which has been approved by the shareholders of Spectra Energy Corp;

provided that in no event shall a Change in Control be deemed to have occurred by reason of any of the events resulting from the separation transaction pursuant to which Spectra Energy Corp becomes a separate publicly-held corporation for the first time.

2.9 ***"Code"*** shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.10 ***"Committee"*** shall mean the Compensation Committee of the Board or its delegate.

2.11 ***"Company"*** shall mean Spectra Energy Corp and its affiliated companies.

2.12 ***"Company Matching Subaccount"*** shall mean the subaccount established and maintained pursuant to Section 6.3.

2.13 ***"Distribution Date"*** has the meaning given such term in the Separation and Distribution Agreement by and between Duke Energy Corporation and Spectra Energy Corp.

2.14 ***"Duke"*** means Duke Energy Corporation.

2.15 ***"Duke Energy Common Stock Fund"*** shall mean the Duke Energy Corporation Retirement Savings Plan investment option that invests primarily in Duke Energy Corporation common stock.

Effective as of January 1, 2010, the Duke Energy Common Stock Fund was no longer available as an investment option under the Plan, and all amounts allocated thereto as of December 31, 2009 were reallocated to the Vanguard Prime Money Market Fund phantom investment option made available by the Committee pursuant to Section 6.2.

2.16 ***"Election Date"*** with respect to a Plan Year shall mean the last day of the preceding Plan Year. The Election Date for the Plan Year in which a Participant initially becomes eligible under the Plan under Section 3.1 shall be a date no later than 30 days after such individual is designated as eligible to participate in the Plan.

2.17 ***"Employee"*** shall mean an individual employed by the Company.

2.18 ***"ESP Eligible Earnings"*** shall mean ***"Eligible Earnings"*** (as such term is defined in the RSP), but determined without regard to the compensation limitation under Section 40l(a)(17) of the Code, plus any Base Pay deferrals and Incentive Plan deferrals pursuant to Sections 4.1, 4.2 and 4.3.

2.19 ***"General Account"*** shall mean that portion of a Participant's Account that is not in a Subaccount.

2.20 ***"Incentive Plans"*** shall mean the executive incentive compensation or bonus plans sponsored by the Company which are designated as Incentive Plans by the Committee from time to time, and shall include, without limitation, the Spectra Energy Corp Short Term Incentive Plan, and any special bonuses that are both earned and paid during a Plan Year.

2.21 ***"KEDCP"*** shall mean the Panhandle Eastern Corporation Key Executive Deferred Compensation Plan, as amended and restated effective January 1, 1996.

2.22 ***"Maximum RSP Deferral Limitation"*** shall mean the maximum amount of before tax contributions that may be contributed to the RSP under Section 402(g) of the Code for a Plan Year, plus, to the extent applicable to the Participant, the maximum amount of "catch-up" contributions that may be contributed to the RSP under Section 414(v) of the Code for the Plan Year.

2.23 ***"Participant"*** shall mean any Employee for whom an Account is maintained under the Plan. However for the purposes of Article IV, the term Participant shall mean only those Participants who remain eligible to participate in the Plan.

2.24 ***"Plan"*** shall mean the Spectra Energy Corp Executive Savings Plan.

2.25 ***"Plan Year"*** shall mean the calendar year.

2.26 ***"RSP"*** shall mean the Spectra Energy Corp Retirement Savings Plan.

2.27 ***"RSP Investment Options"*** shall mean the various investment funds in which participants in the RSP can elect to have their RSP account balances invested.

2.28 ***"Spectra Energy Common Stock - Stock Deferrals Subaccount"*** shall mean the subaccount established and maintained pursuant to Section 6.4.

2.29 ***"Spectra Energy Common Stock Fund"*** shall mean the RSP Investment Option that invests primarily in Spectra Energy Corp common stock.

2.30 ***"Subaccounts"*** shall mean the CDP Subaccounts established under Section 6.5(a), the Company-matching Subaccount, the KEDCP Subaccounts established under Section 6.5(b) and the Spectra Energy Common Stock- Stock Deferrals Subaccount established under Section 6.4.

2.31 ***"Termination of Employment"*** shall mean the date of a Participant's severance from employment with the Company by reason of death, retirement, resignation or discharge, as determined by the Committee in its sole discretion; provided, however, that such Termination of Employment constitutes a "separation from service" within the meaning of Code Section 409A.

2.32 ***"Transition Back Election Date"*** shall mean the last day of the second Plan Year preceding the Transition Back Year. For instance, if a Participant changes his election from the Automatic Deferral Election to separate elections for Base Pay and Incentive Plan Awards under Sections 4.1 and 4.2 for the 2012 Plan Year, such election must be made by December 31,2010.

2.33 ***"Transition Back Year"*** shall mean the Plan Year for which the Participant first changes his election from the Automatic Deferral Election under Section 4.3 to separate elections for Base Pay and Incentive Plan Awards under Sections 4.1 and 4.2.

2.34 ***"Transition Year"*** shall mean the Plan Year preceding the Plan Year for which a Participant first elects to make the Automatic Deferral Election under Section 4.3.

2.35 ***"Valuation Date"*** shall mean, with respect to a Participant, the last business day of the month during which such Participant's Termination of Employment occurs; provided, however, if the payment of a Participant's Account is delayed in accordance with Section 7.3(d), then Valuation Date shall mean the last business day of the month that precedes the Participant's payment under Section 7.3(a) or the first payment under Section 7.3(b), as the case may be.

Capitalized terms that are not defined in Article II shall have the meaning set forth in the Company's 2007 Long-Term Incentive Plan, as amended from time to time

ARTICLE III

ELIGIBILITY

3.1 General. Any Employee designated by the Committee shall be eligible to participate in the Plan on the date designated by the Committee and shall remain so eligible, while continuing to be an Employee, until designated ineligible to participate by the Committee. Only Employees who are members of a "select group of management or highly compensated employees" under ERISA may participate in the Plan.

3.2 Eligibility Under Predecessor Plan. Notwithstanding anything contained in Section 3.1 to the contrary, any active Employee who made a timely deferral election under the Duke Plan prior to the Distribution Date will be eligible to participate in the Plan on and after the Distribution Date unless the Committee determines that such Employee is no longer eligible to participate hereunder. Moreover, any individual with respect to whom "Assumed Amounts" (as defined in Section 5.1) are credited hereunder shall automatically participate, and be a "Participant," in the Plan with respect to such Assumed Amounts as of the Distribution Date.

ARTICLE IV

PARTICIPANT DEFERRALS/COMPANY CREDITS

4.1 Base Pay Deferrals. Each eligible Participant may irrevocably elect to defer in accordance with the terms of this Plan, a percentage up to 25% (such percentage to be a multiple of 1%) of such Participant's Base Pay for the Plan Year. If the Participant has been specifically authorized by the Committee, the 25% in the prior sentence shall be replaced with 50%. Such election must be made by the Participant before the beginning of such Plan Year or within 30 days of a Participant initially becoming eligible to participate in the Plan under Section 3.1. Base Pay deferred pursuant to this Section shall be credited to the Participant's Account on a monthly basis.

4.2 Incentive Plan Deferrals. Each eligible Participant may irrevocably elect to defer in accordance with the terms of this Plan, a percentage up to 50% (such percentage to be a multiple of

1%) of the amount payable with respect to a Plan Year to such Participant as an award under any Incentive Plans. If the Participant has been specifically authorized by the Committee, the 50% in the prior sentence shall be replaced with 90%. The Committee may, in its discretion, provide the Participant with separate deferral elections with respect to one or more such Incentive Plans. Such election must be made by the Participant not later than the applicable Election Date and shall apply to any Incentive Plan payments with respect to an Incentive Plan performance period ending with or within the Plan Year. Such amounts will be credited to the Participant's Account as of the dates that award amounts under the Incentive Plans become payable. Notwithstanding the above provisions of this Section 4.2, no deferral election may be made by a Participant with respect to any stock option, restricted stock award, or stock appreciation right if such election would cause taxation to the Participant under Code Section 409A. In addition, with respect to the first Plan Year for which a Participant is designated as eligible to participate in the Plan, such Participant's election with respect to compensation under the Spectra Energy Corp Short Term Incentive Plan (the ***"STIP")*** shall apply only to such STIP compensation to be earned during the Participant's first Plan Year of participation and paid in the following Plan Year. If the Participant earned STIP compensation during the Plan Year preceding the Plan Year for which he is first designated as eligible to participate in the Plan, such STIP compensation cannot be deferred under the Plan.

4.3 Automatic Deferral Election.

(a) Amount of Election. In lieu of making separate elections for Base Pay and Incentive Plan Awards under Sections 4.1 and 4.2, a Participant may elect to contribute to the Plan an amount equal to: (i) the "Maximum Matching Contribution Percentage" (as such term is defined under the RSP), multiplied by (ii) the excess of ESP Eligible Earnings over Automatic Deferral Compensation.

(b) Date of Election. Such Automatic Deferral Election must be made by the Participant by the applicable Automatic Deferral Election Date; provided, however, that with respect the first Plan Year in which a Participant is designated as eligible to participate in the Plan under Section 3.1, (i) the Automatic Deferral Election must be made within 30 days after the Participant is designated as eligible to participate in the Plan, (ii) the Automatic Deferral Election may not become effective earlier than the Plan Year following the first Plan Year in which the Participant is designated as eligible to participate in the Plan, and (iii) the first Plan Year for which a Participant is designated as eligible to participate in the Plan shall be treated as a Transition Year. An Automatic Deferral Election shall be irrevocable for two Plan Years. For example, if a Participant first makes an Automatic Deferral Election by December 31, 2009 for the 2011 Plan Year, the Participant may not make separate elections for Base Pay and Incentive Plan Awards under Sections 4.1 and 4.2 until December 31,2010, to be applied to the 2012 Plan Year.

(c) Transition Year. With respect to the Transition Year, the Participant must also make an election with respect to Base Pay and Incentive Plan Awards in accordance with Sections 4.1 and 4.2. For example, if a Participant first makes an Automatic Deferral Election for the 2011 Plan Year, the Participant must also make an election with respect to Base Pay and Incentive Plan Awards with respect to the 2010 Plan Year in accordance with Sections 4.1 and 4.2.

With respect to the first Plan Year for which a Participant is designated as eligible to participate in the Plan, which is treated as a Transition Year under Section 4.3(b), such Participant's election with respect to STIP compensation shall apply only to such STIP compensation to be earned during the Transition Year and paid in the following Plan Year. If the Participant earned STIP compensation during the Plan Year preceding the Plan Year for which he is first designated as eligible to participate in the Plan, such STIP compensation cannot be deferred under the Plan.

(d) Transition Back Year. With respect to the Transition Back Year, the Participant must make a deferral election with respect to Base Pay and Incentive Plan compensation that is both earned and paid during the Transition Back Year in accordance with Sections 4.1 and 4.2 by the end of the Plan Year the precedes the Transition Back Year; provided however, that the Participant must first elect to discontinue his Automatic Deferral Election by the Transition Back Election Date. The Participant's election for the Transition Back Year with respect to Incentive Plan compensation that is earned during a Plan Year that precedes the Transition Back Year but paid during the Transition Back Year, must be made prior to the end of the Plan Year that precedes the Plan Year during which such Incentive Plan compensation is earned.

For example, if a Participant initially made an Automatic Deferral Election for the 2011 Plan Year and wants to change his Automatic Deferral Election to separate elections for Base Pay and Incentive Plan compensation for the 2012 Plan Year, the Participant must first elect to discontinue his Automatic Deferral Election by not later than by December 31, 2010. Such Participant must also make a deferral election with respect to STIP compensation earned during the 2011 Plan Year but paid during the 2012 Plan Year not later than by December 31,2010. In addition, the Participant must make a deferral election with respect to his Base Pay and Incentive Plan compensation that is both earned and paid during 2012 not later than by December 31, 2011.

4.4 Deferrals of Stock Awards. Each eligible Participant may irrevocably elect to defer, in accordance with the terms of this Plan, the entire amount of any nonvested Award granted under a long-term incentive plan maintained by the Company (including the Company's 2007 Long-Term Incentive Plan), subject to the following conditions:

(a) Except as otherwise provided in this Section, the deferral election shall be made by, and shall become irrevocable as of, December 31 (or such earlier date as specified by the Committee) of the calendar year next preceding the calendar year for which such Award is granted, or at such later time as is permitted by the Company, consistent with Section 409A of the Code, during the calendar year in which a Participant initially becomes eligible for the Plan.

(b) Except as otherwise provided in Section 4.4(c), with respect to an Award that is subject to a forfeiture condition requiring the Participant's continued services for a period of at least thirteen (13) months from the date that the service provider obtains a "legally binding right" to such Award (within the meaning of Section 409A ofthe Code), the deferral election shall be made by, and shall become irrevocable as of, the thirtieth (30th) day following the date that the Participant obtains the legally binding right to such Award.

(c) With respect to an Award that constitutes "performance-based compensation" (within the meaning of Section 409A of the Code), the deferral election shall

be made by, and shall become irrevocable as of, the date that is 6 months before the end of the applicable performance period (or such earlier date as specified by the Committee), provided that in no event may such deferral election be made after such Award has become both substantially certain to be paid and readily ascertainable (within the meaning of Section 409A ofthe Code).

(d) Upon the date that an Award that the Participant has elected to defer would otherwise have been payable, the number of shares of stock or the cash payment that would have become so payable but for the deferral election shall be converted into an equal number of units in the Spectra Energy Common Stock - Stock Deferrals Subaccount.

(e) Dividend Equivalents on any Award that a Participant defers under this Section shall also be deferred and credited to the Participant's Spectra Energy Common Stock - Stock Deferrals Subaccount commencing on the payment date of the first cash dividend of Spectra Energy Common Stock that is declared after the date on which the deferred Award vests.

(f) No deferral of a stock option or restricted stock award shall be permissible if such election would cause taxation to the Participant under Code Section 409A.

4.5 Dividend Equivalents Deferrals. Each eligible Participant may irrevocably elect to defer, in accordance with the terms of this Plan, 100% of the amounts that would otherwise become payable as Dividend Equivalents, with respect to (i) an Award that is designated in the Award Agreement as a "Chairman's Award," or (ii) an Award with respect to which the Award Agreement specifically provides for the deferral of Dividend Equivalents. Such election must be made by the Participant at the time the Participant elects to defer receipt of the related Award pursuant to the terms of Section 4.4. Dividend Equivalents that have been deferred pursuant to the first sentence of this Section and credited to the Participant's Account shall be credited to the Participant's Spectra Energy Common Stock- Stock Deferrals Subaccount as of the dates such amounts would otherwise become payable pursuant to such award.

4.6 Retirement Savings Plan - Excess Matching Contribution. The Company maintains the RSP, pursuant to which Employees are permitted to make before tax contributions with respect to which the Company makes certain matching contributions, based on the Employee's deferral election. It is the Company's intention to provide matching contribution credits under this Plan to the Account of any Participant for whom matching contributions have been limited under the RSP due to (i) the application of Section 401(a)(17) of the Code, (ii) the application of Section 402(g) of the Code or (iii) the application of Section 415 of the Code; provided, however, that such Participant makes before tax contributions to the RSP in an amount not less than the Maximum RSP Deferral Limitation for the Plan Year. Accordingly, as of the last day of each Plan Year, such Participant's Account shall receive a Company Matching contribution credit that is equal to the amount computed using the following formula (but not less than zero):

C - (the lesser of A or B),

Where:

A = the "Maximum Matching Contribution Percentage" (as such term is defined in the RSP) multiplied by the Participant's ESP Eligible Earnings for the Plan Year;

B = the sum of the Participant's actual Before Tax Elective Deferrals under the RSP for the Plan Year, plus the Participant's actual Base Pay deferrals and Incentive Plan deferrals credited to the Participant's Account under this Plan during the Plan Year pursuant to Sections 4.1, 4.2 and 4.3; and

C =the Matching Contribution credited to the Participant's account under the RSP for the Plan Year.

The Company may, from time to time, in its sole discretion, direct that a special credit in such amount as the Company shall determine be made to a specified Participant's Account in order to (i) mitigate an unintended shortfall in matching contribution credit, or (ii) to implement provisions of an employment agreement. A special credit may be awarded subject to such vesting requirement as the Company shall determine (provided that upon a Change in Control, any special credit shall become vested if the affected Participant has not previously incurred a Termination of Employment) and, notwithstanding any provision of this Plan to the contrary, to the extent any such special credit has not become vested, it shall not be paid under the Plan.

4.7 Elections. An election to make Base Pay deferrals or Incentive Plan deferrals pursuant to Sections 4.1, 4.2 and 4.3 will remain in effect until revoked, except that no revocation will be effective unless it is made, in the case of Base Pay deferrals, prior to the beginning of the Plan Year to which it relates, or in the case of Incentive Plan deferrals, prior to the applicable Election Date. An election to make deferrals of stock awards pursuant to Section 4.4 or Dividend Equivalent deferrals pursuant to Section 4.5 cannot be revoked. In addition, an Automatic Deferral Election made under Section 4.3 shall be irrevocable for two Plan Years.

ARTICLE V

ASSUMED AMOUNTS AND FORMER PLANS

5.1 Assumed Amounts. The Company has assumed the deferred compensation obligations under the Duke Plan with respect to certain Participants who previously were employees of Duke and its affiliates *("Assumed Amounts")*. The Assumed Amounts credited to Accounts hereunder shall remain subject to the same vesting schedule and elections (including deferral and distribution elections) and beneficiary designations that were controlling under the Duke Plan immediately prior to the Distribution Date until a new election is made in accordance with the terms of this Plan that by its terms supersedes the prior election. For purposes of this Plan, the term Assumed Amounts shall include any amounts of "Base Pay" or "Incentive Plan" awards (in each case, as defined under the Duke Plan and earned but not yet paid as of the Distribution Date) and equity awards granted under the Duke Energy Corporation 1998 Long-Term Incentive Plan, that were properly deferred by a Participant under the Duke Plan but that had not yet been credited to his or her account under the Duke Plan as of the Distribution Date.

5.2 Former Plans. Notwithstanding anything contained herein to the contrary, any Assumed Amounts attributable an individual's participation in the KEDCP that were maintained under the Duke Plan in accordance with the terms and conditions of the KEDCP shall continue to be maintained under this Plan in accordance with the terms and conditions of the KEDCP as in effect December 31, 1998.

ARTICLE VI

ACCOUNTS

6.1 Maintenance of Participant Accounts. An Account shall be established and maintained with respect to each Participant. Each Account shall reflect the amounts credited thereto pursuant to Articles IV and V, plus or minus adjustments, made in accordance with the provisions of this Article VI.

6.2 Phantom Investment Options Generally. Pursuant to the terms of the RSP, participants in the RSP direct the investment of their account balances thereunder into one or more of the RSP Investment Options available to them pursuant to the RSP. In accordance with such rules as the Committee shall approve, a phantom investment option shall be available hereunder that corresponds with each RSP Investment Option. Each Participant hereunder shall specify, in accordance with this Section 6.2 and rules established by the Committee, the "investment" of his or her Account (excluding amounts currently credited as Company-matching contributions and excluding amounts remaining in the Subaccounts maintained pursuant to Sections 6.5(a) and (b)) in one or more phantom investment options hereunder. The Participant's Account shall thereafter be automatically adjusted monthly (or on such more frequent basis as the Committee shall approve), upward or downward, in proportion to the total percentage return experienced for the respective period on amounts invested in the corresponding RSP Investment Option(s). Accounts under the Plan will be bookkeeping accounts reflecting units of phantom investment options hereunder which mirror the performance that would have resulted from an actual investment in the corresponding RSP Investment Option(s). No actual monies will be invested hereunder in any phantom investment option or in any RSP Investment Option.

6.3 Company Matching Contributions Subaccount. Amounts contributed to a Participant's Account as a Company Matching contribution, pursuant to Section 4.5, shall be held in the Company Matching Subaccount, which is a subaccount within such Participant's Account. Each Participant shall specify the "investment" of his or her Company Matching Subaccount in accordance with Section 6.2. Such investment election is separate from the Participant's investment election applicable to the remainder of his Account under the Plan.

If the Participant does not make a separate investment election with respect to his Company Matching Subaccount, such Subaccount will be invested as follows:

(a) If the Participant has made an investment election under Section 6.2 on or before December 31, 2011, then his investment election under Section 6.2 shall apply to future allocations to his Company Matching Subaccount.

(b) If the Participant has not made an investment election under Section 6.2 on or before December 31, 2011, then future allocations to his Company Matching Subaccount shall be invested in a default RSP Investment Option as designated by the Committee.

Notwithstanding the above, if the Participant makes a separate investment election with respect to this Company Matching Subaccount at any time after December 31, 2011, then such separate election shall apply in lieu of the default investment provisions of Sections 6.3(a) and .(hl above.

6.4 Subaccount for Deferrals of Stock Awards. Amounts credited to a Participant's Account pursuant to Section 4.3 shall be held in the Spectra Energy Common Stock - Stock Deferrals Subaccount, which is a subaccount within such Participant's Account. The amounts in the Spectra Energy Common Stock - Stock Deferrals Subaccount shall be credited and maintained as units of a phantom investment that mirrors the performance of Spectra Energy Corp common stock (with cash dividends reinvested).

6.5 Assumed Amounts. Except as provided below, upon the Distribution Date, the Assumed Amounts shall be subject to the same investment elections, and deemed invested in the same investment options, that were controlling under the Duke Plan immediately prior to the Distribution Date until a new election is made in accordance with the terms of this Plan that by its terms supersedes the prior election; provided, however, that unless otherwise provided below, an investment election relating to the Duke Energy Common Stock Fund shall be deemed to apply to the Spectra Energy Common Stock Fund. Notwithstanding the preceding sentence, the following additional provisions shall apply to the deemed investment of the Assumed Amounts:

(a) CDP Subaccounts. Any Assumed Amounts of a Participant that, immediately prior to the Distribution Date, were maintained in the Participant's CDP Subaccount under the Duke Plan, will continue to be maintained in the Participant's CDP Subaccount under this Plan and will be credited with interest at the fixed rate(s) applicable to such subaccount under the Duke Plan immediately prior to the Distribution Date. At any time a Participant may elect to transfer any amount from such CDP Subaccount and into the Participant's General Account, but no amount so removed from the CDP Subaccount may be transferred back to such CDP Subaccount.

(b) KEDCP Subaccounts. Any Assumed Amounts of a Participant that, immediately prior to the Distribution Date, were maintained in the Participant's KEDCP Subaccounts under the Duke Plan, will continue to be maintained in the KEDCP Subaccounts under this Plan and will be credited with interest at the fixed rate(s) applicable to such subaccount under the Duke Plan immediately prior to the Distribution Date. At any time a Participant may elect to transfer any amount from such KEDCP Subaccount and into the Participant's General Account, but no amount so removed from the KEDCP Subaccount may be transferred back to such KEDCP Subaccount.

(c) Former Duke-matching Subaccount. Any Assumed Amounts of a Participant that, immediately prior to the Distribution Date, were maintained in the Participant's company-matching subaccount under the predecessor Duke Plan, initially will be credited to

the Duke Energy Common Stock Fund under this Plan as of the Distribution Date, and thereafter the Plan will not maintain a former Duke-matching subaccount.

(d) Previously-Deferred and Settled Duke Stock Awards. Any Assumed Amounts of a Participant that, immediately prior to the Distribution Date, were maintained in the Participant's Duke Energy Common Stock- Stock Deferrals Subaccount under the Duke Plan, initially were credited to the Duke Energy Common Stock Fund under this Plan as of the Distribution Date.

(e) Duke Energy Common Stock Fund. Any Assumed Amounts of a Participant that, immediately prior to the Distribution Date, were deemed invested in the Duke Energy Common Stock Fund under the Duke Plan, initially were credited to the Duke Energy Common Stock Fund under this Plan as of the Distribution Date. Effective as of January 1, 2010, all amounts allocated to the Duke Energy Common Stock Fund were reallocated to the Vanguard Prime Money Market Fund phantom investment option.

(f) Previously-Deferred, But Not Settled, Duke Stock Awards. Any phantom stock award or performance share award (and related dividend equivalents) granted under the Duke Energy Corporation 1998 Long-Term Incentive Plan that were previously deferred, but had not been credited to a deferral account as of the Distribution Date, were allocated between the following deemed investment options: (x) each unit attributable to Spectra Energy Corp common stock was automatically credited as a unit of a phantom investment under the Spectra Energy Common Stock - Stock Deferrals Subaccount, and (y) each unit attributable to Duke common stock was automatically credited as a unit of a phantom investment under the Duke Energy Common Stock Fund.

Notwithstanding the above paragraph, any phantom stock award or performance share award granted under the Duke Energy Corporation 1998 Long-Term Incentive Plan that is credited to a Participant's Account on or after December 31, 2009 shall be allocated between the following deemed investment options:

(1) each share attributable to Spectra Energy Corp common stock shall automatically be credited, on the basis of the Fair Market Value of a share of Spectra Energy Corp common stock as of the date that such share is paid under the applicable phantom stock award or performance share award, as a share of a phantom investment under the Spectra Energy Common Stock - Stock Deferrals Subaccount; and

(2) each share attributable to Duke common stock shall automatically be allocated, on the basis of the Fair Market Value of a share of Duke common stock on the date that such unit is paid under the applicable phantom stock unit, to the Participant's Account among the phantom investment options applicable to future contribution credits as designated in accordance with the Participant's investment direction made under Section 6.2, provided, however, if no such investment direction is in effect, then such amounts shall be automatically allocated to the Vanguard Prime Money Market Fund phantom investment option made available by the Committee pursuant to Section 6.2.

6.6 Adjustments Duke Energy Common Stock Fund. Immediately after all amounts were credited to the Duke Energy Common Stock Fund as provided in Section 6.5(c), (d) and each phantom unit of Duke common stock credited to the Duke Energy Common Stock Fund on behalf of a Participant on the Distribution Date was converted, as of the Distribution Date, into phantom units of Spectra Energy Corp common stock and phantom units of Duke common stock and reallocated as follows:

(a) The number of phantom units of Spectra Energy Corp common stock was equal to the number of shares of Spectra Energy Corp common stock to which the Participant would have been entitled on the Distribution had the phantom units of Duke common stock represented actual shares of Duke as of the Record Date, the resulting number of phantom units of Spectra Energy Corp common stock being rounded down to the nearest whole unit.

(b) The resulting number of phantom units of Spectra Energy Corp common stock was automatically transferred from the Duke Energy Common Stock Fund and credited to the Spectra Energy Common Stock Fund, effective as of the Distribution Date.

(c) Capitalized terms used in this Section 6.6 that are not defined in this Plan shall have the meaning set forth in the Employee Matters Agreement by and between Duke Energy Corporation and Spectra Energy Corp.

6.7 Transfer Elections.

(a) A Participant may elect to transfer amounts out of Subaccounts (pursuant to Sections 6.3(a), 6.5(a), and 6.5(b)) of the Participant's Account or of any other portion of the Participant's Account to other phantom investment options hereunder or to make changes to his or her designation of phantom investment options hereunder pursuant to Section 6.2, on a monthly basis (or on such more frequent basis as the Committee shall approve). Each such election to transfer or change shall be effective in accordance with procedures established by the Committee from time to time. Participants or Beneficiaries who are receiving installment payments may elect to transfer monies between phantom investment options hereunder on a monthly basis (or on such more frequent basis as the Committee shall approve). All transfers must be in increments of 1%. No transfers may be made into or out of the Spectra Energy Common Stock- Stock Deferrals Subaccount.

(b) A Participant may elect, pursuant to rules and procedures prescribed by the Company, to reallocate Assumed Amounts deemed invested in the Duke Energy Common Stock Fund into any other open investment option.

6.8 Corporate Transactions. If there shall occur any merger, consolidation, liquidation, issuance of rights or warrants to purchase securities, recapitalization, reclassification, stock dividend, spin-off, split-off, stock split, reverse stock split or other distribution with respect to the shares of Spectra Energy Corp, or any similar corporate transaction or event in respect of such shares, then the Committee shall, in the manner and to the extent that it deems appropriate and equitable to the Participants and consistent with the terms of this Plan, cause a proportionate adjustment to be made in number and kind of shares deemed held under the Plan. Moreover, in the event of any such transaction or event, the Committee, in its discretion, may provide in substitution for any or all outstanding shares under

the Plan such alternative consideration as it, in good faith, may determine to be equitable under the circumstances.

ARTICLE VII

BENEFITS

7.1 Termination of Employment. Upon the Participant'sTermination of Employment, for any reason, the amount in the Participant's Account will be paid to the Participant (or to the Beneficiary designated pursuant to Section 8.1) in accordance with the terms of the payment option elected by the Participant under Section 5.1 or Section 7.2, except as otherwise provided in Section 7.5. However, if a Participant (i) has a Termination of Employment for any reason, except death, layoff or disability, prior to becoming eligible for early or normal retirement under the Duke Energy Retirement Cash Balance Plan as in effect on October 3, 2004, without giving effect to amendments adopted thereafter, and (ii) has elected term payments of 10 years or 15 years, then the portion of that Participant's Account that is governed by Sub-Plan I (as defined in Section 14.5 hereof) shall be paid instead for a 3-year term in accordance with Section 7.3(b).

7.2 Election of Payment Option. Each Participant shall, before becoming a Participant, elect from among the payment options specified in Section 7.3, the manner in which such Participant's Account will be paid following Termination of Employment. A Participant may change his or her benefit payment election at any time, and from time to time, by completing a new election form as the Committee provides and filing the completed form with, and acceptance by, the Committee; provided, however, that the Participant has not filed a payment election form within the prior 12 months. With respect to amounts deferred under Sub-Plan II, except where the payment of the Participant's benefit is due to death or disability (within the meaning of Code Section 409A), (i) a Participant's election to change the form of benefit payment shall become effective one year from the date on which the election form was file with the Committee, but only if the Participant continued in employment throughout such one-year period, and (ii) any lump sum or installment form of payment that is changed by the Participant's election pursuant to this paragraph will be paid not earlier than five years from the date that such payment would otherwise have been paid.

Each Participant with Assumed Amounts attributable to his or her participation in the KEDCP who either (i) failed to make an election under the Duke Plan upon commencement of participation in such plan, or (ii) who had a Termination of Employment with Duke prior to January I, 2000, shall be subject to the following rules:

(a) No distribution shall be made prior to the Termination of Employment of the Participant.

(b) If the Participant elected to receive all distributions under the KEDCP in a single lump sum, distribution shall be made to the Participant in a single lump sum.

(c) If the Participant elected to receive a distribution under the KEDCP in installments (including an annuity) or in a combination of installments and a lump sum payment, the Participants' Account that is governed by Sub-Plan I (as defined in Section 14.5 hereof) shall be paid in term payment of 10 years unless Termination of Employment occurs

prior to becoming eligible for early or normal retirement under the Duke Energy Retirement Cash Balance Plan as in effect on October 3, 2004, without giving effect to amendments adopted thereafter, in which case distribution shall be made in term payments of3 years in accordance with Section 7.3(b).

7.3 Payment Options. Subject to the foregoing, the payment options are:

(a) Lump Sum. Payment of the full amount of the Participant's Account on the last business day of the month following the month in which Termination of Employment occurs.

(b) Term Payments. Payments on a monthly basis over a term of years, which shall be either 3 years or 10 years, as follows: The Company will determine the amount of the Participant's Account on the Valuation Date, and as of the last day of each Plan Year thereafter. The Participant will receive on the last business day of each month during the term, beginning with the last day of the month following the Valuation Date, an amount determined pursuant to the following formula:

$$\text{amount} = \frac{V}{N}$$

where

N	represents the number of months remaining in the payment term as of the immediately preceding December 31, except for payments made for the first calendar year, in which case the number of months shall be equal to the number of months in the elected installment form; and
V	represents the balance of the Participant's Account determined as of the immediately preceding December 31, except for payments made for the first calendar year, in which case the balance will be determined as of the last day of the month immediately prior to the payment commencement date.

Any remaining balance in the Participant's Account shall be paid to the Participant on the last day of the last month of the term. Distributions from the Participant's Spectra Energy Common Stock - Stock Deferrals Subaccount shall be on an annual, rather than a monthly basis, and the formula set forth above in this Section 7.3(b) shall be reformed accordingly. Term payments from the Spectra Energy Common Stock- Stock Deferrals Subaccount shall be made on the last business day of the month immediately following each anniversary of the Valuation Date.

Notwithstanding the foregoing, if a Participant has previously elected to receive payment of his Account on a monthly basis over a period of 15 years and has commenced payment of his Account

pursuant to such election as of December 31, 2009, the Participant shall continue to receive payment of his Account on a monthly basis for the remainder of such 15-year period. If the Participant has previously elected to receive payment of his Account on a monthly basis over a period of 15 years and has not yet commenced payment of his Account pursuant to such election as of December 31, 2009, the Participant shall be permitted to retain such election, but in the event that the Participant makes a subsequent election, only the forms of benefit payment set forth in the first paragraph of this Section 7.3(b) are available.

(c) Separate Payment Election for Spectra Energy Common Stock - Stock Deferrals Subaccount. With respect to Sub-Plan II only, the Participant may make separate payment elections in accordance with Section 7.2 with respect to (i) the amount credited to his Spectra Energy Common Stock - Stock Deferrals Subaccount and (ii) the remainder of his Account.

(d) Six Month Delay. Notwithstanding any prov1s10n in this Plan to the contrary, if the payment of any benefit hereunder would be subject to additional taxes and interest under Code Section 409A because the timing of such payment is not delayed as provided in Section 409A for a Specified Employee, then if the Participant is a Specified Employee under Section 409A, any such payment that the Participant would otherwise be entitled to receive during the first six months following the date of the Participant's Termination of Employment shall be delayed and paid, if in the form of a lump sum payment or, commence, if in the form of installment payments, as applicable, within fifteen (15) business days after the date that is six months following the date of the Participant's Termination of Employment, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such taxation.

(e) Default Form of Payment. If a Participant fails to timely elect a payment option in accordance with this Section 7.3, the Participant's Account will be paid to the Participant in a single lump sum on the last business day of the month following the month in which Termination of Employment occurs, subject to Section 7.3(d).

7.4 Payments After Death. If a Participant (or a Beneficiary previously designated by a deceased Participant) dies before receiving all amounts payable hereunder, then the remaining amounts payable will be paid to the specified Beneficiary of such deceased person in accordance with the payment option in effect, subject to Section 7.5; provided, however, that (i) if such deceased person has failed to specify a surviving Beneficiary, then the person's estate will be considered to be the Beneficiary, and (ii) if a person receiving payments over a term of years dies and an estate is such person's Beneficiary, then such term payments will cease and the remaining amount credited to the Account will be paid to such estate in a lump sum not later than by the last day of the month following the month in which the Participant's death occurs.

7.5 Small Payments. If a Participant's Account balance at Termination of Employment is less than $25,000, and the Committee does not anticipate that any amounts will be credited thereto pursuant to Articles IV and V after his Termination of Employment, the Participant's Account shall automatically be paid in a lump sum as soon as practicable following, and not later than sixty (60) days after, the date of Termination of Employment, subject to Section 7.3(d).

7.6 Form of Payment. All amounts due under the Plan shall be paid in cash, except that units in the Spectra Energy Common Stock - Stock Deferrals Subaccount shall be converted to whole shares of Spectra Energy Corp common stock and cash for any fractional share. To the extent that the delivery of any shares of Spectra Energy Corp common stock to a Participant under this Plan otherwise would cause all or any portion of the Plan to be considered an "equity compensation plan" as such term is defined in Section 303A(8) of the New York Stock Exchange Listed Company Manual or any successor rule *("**Listed Company Manual**"),* then such shares shall be paid from, and shall count against the share reserve of, a Company-sponsored "equity compensation plan" designated by the Committee that complies with the shareholder approval requirements contained in the Listed Company Manual.

7.7 Acceleration of Payment in the Event of Hardship. Upon written request by a Participant, the Committee may distribute to a Participant who is receiving installment payments, prior to the payment of all installments due to the Participant, such amount of the Participant's Account which the Committee determines is necessary to alleviate a financial hardship suffered by the Participant. For this purpose, "financial hardship" shall mean a severe financial hardship that constitutes an "unforeseeable emergency" within the meaning of Code Section 409A.

7.8 In-Service Distribution Coupled with Ten Percent Forfeiture. Notwithstanding any other provision of this Article VII, a distribution shall be made to any Participant who, prior to Termination of Employment, files a written request for an immediate lump sum distribution in an amount not less than $25,000 (the entire account balance in the case of Accounts that are valued at less than $25,000), and who simultaneously agrees in writing to a permanent forfeiture equal to 10% of the amount requested as a distribution. Such distribution, less the 10% forfeiture, shall be made within 30 days following receipt by the Company of the signed request for distribution and forfeiture agreement. Distributions under this Section shall be removed from a Participant's Accounts on a prorated basis. The ability to receive an in-service distribution as described in this Section 7.8 shall not apply to (i) any amounts deferred under Sub-Plan II as described in Section 14.5, and (ii) any amounts deferred under Sub-Plan I to the extent that the in-service distribution provided under this Section 7.8 was not available under the terms of the plan or agreement controlling such amounts as in effect on October 3, 2004.

ARTICLE VIII

BENEFICIARY

8.1 Designation of Beneficiary. A Participant shall designate a Beneficiary to receive benefits under the Plan by submitting to the Committee a Designation of Beneficiary in the form required by the Committee. If more than one Beneficiary is named, the share and precedence of each Beneficiary shall be indicated. A Participant shall have the right to change the Beneficiary by submitting to the Committee a Change of Beneficiary in the form provided, but no change of Beneficiary shall be effective until acknowledged in writing by the Company.

8.2 Designation by Beneficiary. A Beneficiary who has become entitled to receive benefits shall designate a Beneficiary.

8.3 Discharge of Obligations. Any payment made by the Company, in good faith and in accordance with this Plan, shall fully discharge the Company from all further obligations with respect to that payment. If the Company has any doubt as to the proper Beneficiary to receive payments hereunder, the Company shall have the right to withhold such payments until the matter is finally adjudicated.

8.4 Payment to Minors and Incapacitated Persons. In the event that any amount is payable to a minor or to any person who, in the judgment of the Committee, is incapable of making proper disposition thereof, such payment shall be made to the legal guardian of the property of such minor or such person. The Company shall make such payments as directed by the Committee without the necessary intervention of any guardian or like fiduciary, and without any obligation to require bond or to see to the further application of such payment. Any payment so made shall be in complete discharge of the Plan's obligation to the Participant and his Beneficiaries.

ARTICLE IX

NATURE OF COMPANY'S OBLIGATION

9.1 Unsecured Promise. The Company's obligation to the Participant under this Plan shall be an unfunded and unsecured promise to pay. The rights of a Participant or Beneficiary under this Plan shall be solely those of an unsecured general creditor of the Company. The Company shall not be obligated under any circumstances to set aside or hold assets to fund its financial obligations under this Plan.

9.2 No Right to Specific Assets. Notwithstanding the foregoing, the Company may, in its sole discretion establish such accounts, trusts, insurance policies or arrangements, or any other mechanisms it deems necessary or appropriate to account for or fund its obligations under the Plan. Any assets which the Company may set aside, acquire or hold to help cover its financial liabilities under this Plan are and remain general assets of the Company subject to the claims of its creditors. The Company does not give, and the Plan does not give, any beneficial ownership interest in any assets of the Company to a Participant or Beneficiary. All rights of ownership in any assets are and remain in the Company. Any general asset used or acquired by the Company in connection with the liabilities it has assumed under this Plan shall not be deemed to be held under any trust for the benefit of the Participant or any Beneficiary, and no general asset shall be considered security for the performance of the obligations of the Company. Any asset shall remain a general, unpledged, and unrestricted asset of the Company.

9.3 Plan Provisions. The Company's liability for payment of benefits shall be determined only under the provisions of this Plan, as it may be amended from time to time.

ARTICLE X

TERMINATION, AMENDMENT, MODIFICATION OR SUPPLEMENTATION OF PLAN

10.1 Right to Terminate and Amend. The Committee retains the sole and unilateral right to terminate, amend, modify or supplement this Plan, in whole or in part, at any time. The Committee

may delegate the right to amend the Plan, subject to any limitations it may impose, to an officer of the Company. No such action shall adversely affect a Participant's right to receive amounts then credited to a Participant's Account with respect to events occurring prior to the date of such amendment.

In the event of a Change in Control, the Plan shall become irrevocable and may not be amended or terminated without the written consent of each Plan Participant who may be affected in any way by such amendment or termination, either at the time of such action or at any time thereafter. This restriction in the event of a Change in Control shall be determined by reference to the date any amendment or resolution terminating the Plan is actually signed by an authorized party rather than the date such action purports to be effective.

ARTICLE XI

RESTRICTIONS ON ALIENATION OF BENEFITS

11.1 No Assignment. Except as provided under Section 11.2 with respect to a DRO, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge these benefits shall be void. No right or benefit under this Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to the benefit. If any Participant or Beneficiary under the Plan should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right to a benefit hereunder, then the right or benefit, in the discretion of the Committee, shall cease. In these circumstances, the Committee may hold or apply the benefit payment or payments, or any part of it, for the benefit of the Participant or his Beneficiary, the Participant's spouse, children, or other dependents, or any of them, in any manner and in any portion that the Committee may deem proper.

11.2 Domestic Relations Order. The anti-alienation restrictions of Section 11.1 shall not apply to a domestic relations order (as defined in Code Section 414(p)(1)(B)) (a ***"DRO").*** The Committee may direct the acceleration of payment of all or a portion of a Participant's Account and pay such amount to an individual other than the Participant to the extent necessary to fulfill the requirements of a DRO. The rules set forth in Section 7.2 governing subsequent changes in the Participant's benefit payment election shall not apply to any change in the form and timing of payment to the extent that such election is reflected in, or made in accordance with, the terms of a DRO.

ARTICLE XII

ADMINISTRATION

12.1 "Top-Hat" Plan. The Company intends for the Plan to be "top-hat" plan for a select group of management or highly compensated employees which is exempt from substantially all of the requirements of Title I of ERISA pursuant to Sections 201(2), 301(a)(3), and 401(a)(l) of ERISA. The Company is the Plan sponsor under Section 3(16)(B) of ERISA.

12.2 Named Fiduciary. The Committee is the named fiduciary of the Plan and as such shall have the authority to control and manage the operation and administration of the Plan except as

otherwise expressly provided in this Plan document. The named fiduciary may designate persons other than the named fiduciary to carry out fiduciary responsibilities under the Plan. Any such allocation or designation must be in writing and must be accepted in writing by any such other person.

12.3 Plan Administrator. The Committee is the administrator of the Plan within the meaning of Section 3(16)(A) of ERISA. As administrator, the Committee has the authority (without limitation as to other authority) to delegate its duties to agents and to make rules and regulations that it believes are necessary or appropriate to carry out the Plan. The Committee has the discretion as a Plan fiduciary (i) to interpret and construe the terms and provisions of the Plan (including any rules or regulations adopted under the Plan), (ii) to determine questions of eligibility to participate in the Plan and (iii) to make factual determinations in connection with any of the foregoing. A decision of the Committee with respect to any matter pertaining to the Plan including without limitation the Employees determined to be Participants, the benefits payable, and the construction or interpretation of any provision thereof, shall be conclusive and binding upon all interested persons.

ARTICLE XIII

CLAIMS PROCEDURE

13.1 Claim. If a Participant has any grievance, complaint, or claim concerning any aspect of the operation or administration of the Plan, including but not limited to claims for benefits and complaints concerning the performance or administration of the phantom investment funds (collectively referred to herein as ***"claim"*** **or** ***"claims"),*** the Participant shall submit the claim to the Committee, which shall have the initial responsibility for deciding the claim.

13.2 Written Claim. A claim for benefits will be considered as having been made when submitted in writing by the claimant to the Committee. No particular form is required for the claim, but the claim must identify the name of the claimant and describe generally the benefit to which the claimant believes he is entitled. The claim may be delivered personally during normal business hours or mailed to the Committee. All such claims shall be submitted in writing and shall set forth the relief requested and the reasons the relief should be granted. All such claims must be submitted with the "applicable limitations period." The "applicable limitations period" shall be two years beginning on: (i) in the case of any lump-sum payment, the date on which the payment was made, (ii) in the case of an installment payment, the date of the first in the series of payments, or (iii) for all other claims, the date on which the action complained or grieved of occurred.

13.3 Committee Determination. The Committee will determine whether, or to what extent, the claim may be allowed or denied under the terms of the Plan. If the claim is wholly or partially denied, the claimant shall be so informed by written notice within 90 days after the day the claim is submitted unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. Such extension may not exceed an additional 90 days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the final decision. If notice of denial of a claim (in whole or in part) is not furnished within the initial

90-day period after the claim is submitted (or, if applicable, the extended 90-day period), the claimant shall consider that his claim has been denied just as if he had received actual notice of denial.

13.4 Notice of Determination. The notice informing the claimant that his claim has been wholly or partially denied shall be written in a manner calculated to be understood by the claimant and shall include:

(1) The specific reason(s) for the denial.

(2) Specific reference to pertinent Plan provisions on which the denial 1s based.

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

(4) Appropriate information as to the steps to be taken if the Participant or Beneficiary wishes to submit his claim for review.

13.5 Appeal. If the claim is wholly or partially denied, the claimant (or his authorized representative) may file an appeal of the denied claim with the Committee requesting that the claim be reviewed. The Committee shall conduct a full and fair review of each appealed claim and its denial. Unless the Committee notifies the claimant that due to the nature of the benefit and other attendant circumstances he is entitled to a greater period of time within which to submit his request for review of a denied claim, the claimant shall have 60 days after he (or his authorized representative) receives written notice of denial of his claim within which such request must be submitted to the Committee.

13.6 Request for Review. The request for review of a denied claim must be made in writing in connection with making such request, the claimant or his authorized representative may:

(1) Review pertinent documents.

(2) Submit issues and comments in writing.

13.7 Determination of Appeal. The decision of the Committee regarding the appeal shall be promptly given to the claimant in writing and shall normally be given no later than 60 days following the receipt of the request for review. However, if special circumstances (for example, if the Committee decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. However, if the Committee holds regularly scheduled meetings at least quarterly, a decision on review shall be made by no later than the date of the meeting which immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (for example, ifthe Committee decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than the third meeting following the Plan's receipt of the request for review. If special

circumstances require that the decision will be made beyond the initial time for furnishing the decision, written notice of the extension shall be furnished to the claimant (or his authorized representative) prior to the commencement of the extension. The decision on review shall be in writing and shall be furnished to the claimant or to his authorized representative within the appropriate time for the decision. If a decision on review is not furnished within the appropriate time, the claim shall be deemed to have been denied on appeal.

13.8 Hearing. The Committee may, in its sole discretion, decide to hold a hearing if it determines that a hearing is necessary or appropriate in order to make a full and fair review of the appealed claim.

13.9 Decision. The decision on review shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based.

13.10 Exhaustion of Appeals. A Participant must exhaust his rights to file a claim and to request a review of the denial of his claim before bringing any civil action to recover benefits due to him under the terms of the Plan, to enforce his rights under the terms of the Plan, or to clarify his rights to future benefits under the terms of the Plan. No action at law or in equity to recover under this Plan shall be commenced later than one year from the date of the decision on review (or deemed denial if no decision is issued).

13.11 Committee's Authority. The Committee shall exercise its responsibility and authority under this claims procedure as a fiduciary and, in such capacity, shall have the discretionary authority and responsibility (1) to interpret and construe the Plan and any rules or regulations under the Plan, (2) to determine the eligibility of Employees to participate in the Plan, and the rights of Participants to receive benefits under the Plan, and (3) to make factual determinations in connection with any of the foregoing.

ARTICLE XIV

GENERAL PROVISIONS

14.1 No Right to Employment. Nothing in this Plan shall be deemed to give any person the right to remain in the employ of the Company, its subsidiaries or affiliates or affect the right of the Company to terminate any Participant's employment with or without cause.

14.2 Withholding. Any amount required to be withheld under applicable Federal, state and local tax laws (including any amounts required to be withheld under Section 3121(v) ofthe Code) will be withheld in such manner as the Committee will determine and any payment under the Plan will be reduced by the amount so withheld, as well as by any other lawful withholding.

14.3 Section 16. Notwithstanding anything in this Plan to the contrary, any Participant who is subject to the reporting requirements of Section 16(a) of the Securities Exchange Act of 1934 (the ***"Exchange Act")*** shall not liquidate, transfer or dispose of any investment of such Participant's Account under Article VI in units of the phantom investment fund that corresponds to (i) the RSP's Spectra Energy Corp Common Stock Fund, or (ii) the Spectra Energy Common Stock -

Stock Deferrals Subaccount during the six-month period following the investment of such Participant's Account in such units, nor shall any such Participant elect to make a Discretionary Transaction (as such term is defined in Rule 16b-3(b)(l) under the Exchange Act) within six months of the election of a nonexempt "opposite way" (as such term is used for purposes of Section 16(b) of the Exchange Act) Discretionary Transaction under any plan ofthe Company in which the Participant participates. Any provision hereof related to a credit, grant or award of such units under this Plan to a Participant who is subject to the reporting requirements of Section 16(a) under the Exchange Act shall be interpreted, in the event of any ambiguity, such that the transaction or transactions relating thereto shall qualify for exemption from liability under Section 16(b) of such Act.

14.4 Governing Law. This Plan shall be construed and administered in accordance with the laws of the State of Texas to the extent that such laws are not preempted by Federal law.

14.5 Compliance With Section 409A. The Plan is divided into two separate deferred compensation sub-plans, one of which is named ***"Sub-Plan I"*** and the other is named ***"Sub- Plan II."*** Sub-Plan I shall include only "amounts deferred" before January 1, 2005 (within the meaning of Code Section 409A) under the Duke Plan, and earnings thereon, and such deferred compensation shall be subject to the applicable provisions of the Duke Plan as in effect on October 3, 2004, as modified herein, and as Sub-Plan Iis subsequently amended or otherwise changed, except as would result in such deferred compensation being subject to Code Section 409A. The adoption of the Plan is not intended to be a "material modification" (within the meaning of Code Section 409A) with respect to amounts under Sub-Plan I, and shall be construed accordingly. Sub-Plan II shall include only "amounts deferred" after December 31, 2004, and earnings thereon, and such deferred compensation shall be subject to the provisions of the Plan as in effect on the Distribution Date, as subsequently amended or otherwise changed. The Company intends Sub-Plan II to comply with the provisions of Code Section 409A, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be distributed or made available to Participants and Beneficiaries. Sub-Plan II shall be construed, administered and governed in a manner that effectuates such intent, and no action shall be taken that is inconsistent with such intent. In furtherance of this intent, to the extent that any terms of the Plan are ambiguous, such terms shall be interpreted as necessary to comply with Code Section 409A.

IN WITNESS WHEREOF, this amendment and restatement of the Plan is executed on behalf of the Company this 1st day of May, 2012.

SPECTRA ENERGY CORP
By: _____
Name: Dorothy M. Ables
Title: Chief Administrative Officer

EXHIBIT 10.24

SPECTRA ENERGY CORP
EXECUTIVE CASH BALANCE PLAN
(As Amended and Restated Effective as of May 1, 2012)

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SPECTRA ENERGY CORP
EXECUTIVE CASH BALANCE PLAN

ARTICLE I

PURPOSE OF PLAN

The purposes of the Spectra Energy Corp Executive Cash Balance Plan (the *"Plan")* are (i) to provide additional retirement benefits for a select group of management or highly compensated employees and (ii) to provide for the payment of certain amounts deferred under the predecessor Duke Energy Corporation Executive Cash Balance Plan I and II. The Plan is effective as of the Distribution Date (as defined below), and is hereby amended and restated effective as of May 1, 2012. The Plan is intended to be a nonqualified, unfunded plan of deferred compensation for a select group of management or highly compensated employees that qualifies as a top-hat plan that is exempt from substantially all of the requirements of Title I of the Employee Retirement Income Security Act of 1974, as amended *("ERISA"),* and shall be so interpreted and administered.

ARTICLE II

DEFINITIONS

Wherever used herein, a pronoun or adjective in the masculine gender includes the feminine gender, the singular includes the plural, and the following terms have the following meanings unless a different meaning is clearly required by the context:

2.1. ***"Account"*** means the record of contributions and adjustments thereto maintained with respect to each Participant pursuant to Article IV.

2.2. ***"Beneficiary"*** means the person or persons designated by a Participant, or by another person entitled to receive benefits hereunder, to receive benefits following the death of such person.

2.3. ***"Board of Directors"*** or ***"Board"*** means the Board of Directors of Spectra Energy Corp.

2.4. ***"Change in Control"*** shall be deemed to have occurred upon:

(i) an acquisition subsequent to the Distribution Date hereof by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the *"Exchange Acf'))* of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of
30% or more of either (A) the then outstanding shares of common stock of Spectra Energy Corp or (B) the combined voting power of the then outstanding voting securities of Spectra Energy Corp entitled to vote generally in the election of directors; excluding, however, the following: (1) any acquisition directly from Spectra Energy Corp, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from Spectra Energy Corp, (2) any acquisition

by Spectra Energy Corp and (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by Spectra Energy Corp or its affiliated companies;

(ii) during any period of two (2) consecutive years (not including any period prior to the Distribution Date), individuals who at the beginning of such period constitute the Board of Directors (and any new directors whose election by the Board of Directors or nomination for election by the Spectra Energy Corp's shareholders was approved by a vote of at least 2/3 of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason (except for death, disability or voluntary retirement) to constitute a majority thereof;

(iii) the consummation, after the Distribution Date, of a merger, consolidation, reorganization or similar corporate transaction, which has been approved by the shareholders of Spectra Energy Corp, whether or not Spectra Energy Corp is the surviving corporation in such transaction, other than a merger, consolidation, or reorganization that would result in the voting securities of Spectra Energy Corp outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the combined voting power of the voting securities of Spectra Energy Corp (or such surviving entity) outstanding immediately after such merger, consolidation or reorganization; or

(iv) the consummation, after the Distribution Date, of (A) the sale or other disposition of all or substantially all of the assets of Spectra Energy Corp or (B) a complete liquidation or dissolution of Spectra Energy Corp, which has been approved by the shareholders of Spectra Energy Corp;

provided that in no event shall a Change in Control be deemed to have occurred by reason of any of the events resulting from the separation transaction pursuant to which Spectra Energy Corp becomes a separate publicly-held corporation for the first time.

2.5. ***"Code"*** means the Internal Revenue Code of 1986, as amended.

2.6. ***"Committee"*** means the Compensation Committee of the Board of Directors or its delegate.

2.7. ***"Company"*** means Spectra Energy Corp and its affiliated companies.

2.8. ***"Compensation"*** means "Compensation" as defined in the Retirement Cash Balance Plan but without regard to the limitations of Code Section 401(a)(17) and including employee deferrals (except for deferrals of long-term incentive awards) under the Spectra Energy Corp Executive Savings Plan.

2.9. ***"Distribution Date"*** has the meaning given such term in the Separation and Distribution Agreement by and between Duke Energy Corporation and Spectra Energy Corp.

2.10. ***"Duke"*** means Duke Energy Corporation.

2.11. ***"Duke Plan"*** means, collectively, the Duke Energy Corporation Executive Cash

Balance Plans I and II.

2.12. ***"Employee"*** means a person employed by the Company.

2.13. ***"Equalization Plan"*** means, to the extent maintained, the Spectra Energy Corp Retirement Benefit Equalization Plan.

2.14. ***"Interest Credit"*** means the amount determined by multiplying the balance of a cash balance account by the Interest Factor for a month.

2.15. ***"Interest Factor"*** means the interest rate determined by the formula $(1 + i)^{(1/12)} - 1$, where "i" equals the yield on 30-year Treasury Bonds as published in the Federal Reserve Statistical Release H.15 for the end of the third full business week of the month prior to the beginning of the calendar quarter for which the monthly accrual is being applied, but not more than an annual percentage rate of9% and not less than an annual percentage rate of 4%.

2.16. ***"Make-Whole Account"*** means the account described in Section 4.2.

2.17. ***"Make-Whole Benefit"*** means the benefit provided pursuant to Section 4.2 of the Plan.

2.18. ***"Participant"*** means an Employee who is entitled to receive benefits from the Plan.

2.19. ***"Pay Credit"*** means a credit that is added to a Participant's Make-Whole Account pursuant to Section 4.2.

2.20. ***"Retirement Cash Balance Plan"*** means (i) with respect to benefits governed by Sub-Plan II, the Spectra Energy Retirement Cash Balance Plan as in effect from time to time, and (ii) with respect to benefits governed by Sub-Plan I, the Duke Energy Retirement Cash Balance Plan as in effect on October 3, 2004, without giving effect to amendments adopted thereafter.

2.21. ***"Separation From Service"*** means the Participant's separation from service with the Company within the meaning of Code Section 409A.

2.22. ***"Specified Employee"*** means a Participant who is a "specified employee" (as defined in Code Section 409A(2)(B)(i)) of the Company (or an entity which is considered to be a single employer with the Company under Code Section 414(b) or 414(c)), as determined under Code Section 409A at any time during any twelve (12) month period ending on December 31, but only if the Company has any stock that is publicly traded on an established securities market or otherwise. Notwithstanding the foregoing, a Participant will be deemed to be a Specified Employee for the period of April 1 through March 31 following such December 31, except as otherwise may be required under Code Section 409A.

2.23. ***"Sub-Plan I"*** and ***"Sub-Plan II"*** have the meanings given such terms m Section 12.6.

2.24. ***"Supplemental Benefit"*** means the benefit provided under Section 4.3 of the Plan.

2.25. ***"Supplemental Credit"*** means a credit that 1s added to a Participant's Supplemental Account pursuant to Section 4.3.

2.26. ***"Supplemental Retirement Plan"*** means the Supplemental Retirement Plan for Employees of Duke Power Company as it existed on December 31, 1996.

2.27. ***"Supplemental Security Plan"*** means the Duke Power Company Supplemental Security Plan as it existed on December 31, 1996.

ARTICLE III

ELIGIBILITY

3.1 General. Any Employee designated by the Committee shall be eligible to participate in the Plan and shall remain eligible as long as he continues to be an Employee or until designated ineligible by the Committee. Notwithstanding the foregoing, an Employee who is not a member of a "select group of management or highly compensated employees" within the meaning of ERISA, may not participate in the Plan. Participants shall not receive any benefits under the terms of the Supplemental Retirement Plan, the Supplemental Security Plan, the Equalization Plan or any comparable plan maintained by the Company.

3.2 Assumed Amounts. Any individual with respect to whom ***"Assumed Amounts"*** (as defined in Section 4.5) are credited hereunder shall automatically participate, and be a "Participant," in the Plan with respect to such Assumed Amounts as of the Distribution Date.

ARTICLE IV

BENEFITS

4.1 General. The Plan provides a Make-Whole Benefit and may provide a Supplemental Benefit. Each Participant shall have a ***"Make-Whole Account"***, which is a bookkeeping account established under this Plan and shall be eligible for a Make-Whole Benefit.
The Committee will determine whether a Participant is to be eligible for a Supplemental Benefit, and in such case a ***"Supplemental Account,"*** which is a bookkeeping account, shall be established.

4.2 Make-Whole Benefit. Under the Make-Whole Benefit, for any month that a Participant is eligible to participate in this Plan, the Participant's Make-Whole Account shall receive a Pay Credit equal to the excess, if any, of (a) the pay credit that would have been provided under the Retirement Cash Balance Plan for the month if the Retirement Cash Balance Plan used the definition of Compensation set forth herein and, to the extent determined by the Committee from time to time, other types of excluded pay were treated as eligible compensation under such Plan; over (b) the pay credit for the month that is actually made to the Participant's account under the Retirement Cash Balance Plan. A Participant, while "Disabled" as defined in the Retirement Cash Balance Plan and continuing to receive pay credits to the Participant's account under the Retirement Cash Balance Plan, shall continue to receive Pay Credits to the Participant's Make-Whole Account determined on the same

basis as his continued pay credits under the Retirement Cash Balance Plan, and based upon his eligible Compensation immediately prior to disability.

In addition, the Make-Whole Benefit provides a Pay Credit to the Participant's Make-Whole Account equal to any reduction in a benefit under the Retirement Cash Balance Plan resulting from the limitations imposed by Code Section 415. Where an opening account balance under the Retirement Cash Balance Plan has been established for a Participant, the Committee, in its sole discretion, may establish an opening balance for the Participant's Make-Whole Account that is designed to provide a transition benefit comparable to the benefit provided through the Retirement Cash Balance Plan opening account balance, but without regard to the limitations imposed by Code Sections 401(a)(17) or 415. If the value of the benefit which a vested Participant had accrued under the Supplemental Retirement Plan as of December 31, 1996, is greater than the value of the Participant's Make-Whole Account on the date the Participant retires, such higher value shall apply.

4.3 Supplemental Credits. A Participant's Supplemental Account shall receive such Supplemental Credits, in such amounts and at such times, as the Committee, in its sole discretion, may determine. Notwithstanding Sections 4.3 and 4.4 to the contrary, the Minimum Benefit feature of Section 4.3(e) of the Duke Plan, as in effect prior to January 1, 1999, is preserved herein and incorporated by reference.

4.4 Interest Credits. An Interest Credit will be added to a Participant's Make-Whole Account and to a Participant's Supplemental Account as of the end of each calendar month ending prior to the month in which the respective account is fully distributed or forfeited. The amount of the Interest Credit for a month will equal the balance of the respective account as of the end of the prior month (after adding any Pay Credit, Supplemental Credit and Interest Credit for the prior month and subtracting any payment or forfeiture for the prior month) multiplied by the Interest Factor for the month. Notwithstanding the foregoing, Interest Credits to the Supplemental Account under Sub-Plan I of a Participant whose employment with the Company terminates before attaining the earliest retirement age under the Retirement Cash Balance Plan will be suspended beginning with the month during which employment terminates and will not resume until the month following the month during which payment of the Supplemental Benefit commences.

4.5 Assumed Amounts. The Company has assumed the obligations under the Duke Plan with respect to certain Participants who previously were employees of Duke or its affiliates ***("Assumed Amounts")***. As a result, a Participant who was a participant in the Duke Plan shall have (i) an initial balance in his or her Make-Whole Account equal to the balance in his or her Make-Whole Account under the Duke Plan immediately prior to the Distribution Date, and (ii) an initial balance in his or her Supplemental Account equal to the balance, if any, in his or her Supplemental Account under the Duke Plan immediately prior to the Distribution Date. The Assumed Amounts credited to Accounts hereunder shall remain subject to the same vesting provisions as in effect under the Duke Plan, and shall remain subject to the same distribution and beneficiary designation elections that were controlling under the Duke Plan immediately prior to the Distribution Date until a new election is made in accordance with the terms of this Plan that by its terms supersedes the prior election.

ARTICLE V

VESTING

Unless the Committee provides otherwise for a particular Participant at the time the Participant initially becomes eligible to participate in the Plan or at the time of an award of a particular Supplemental Credit (and any Interest Credits thereto), a Participant will become fully vested in the Participant's Make-Whole Account and the Participant's Supplemental Account, if any, (i) when the Participant becomes vested under the Retirement Cash Balance Plan, or (ii) the Participant's employment with the Company terminates on account of the Participant's death or the Participant having become "Disabled", as defined in the Retirement Cash Balance Plan. If a Participant's employment with the Company terminates and the Participant is not fully vested, the unvested portion of the Participant's Make-Whole Account and of the Participant's Supplemental Account, if any, shall be immediately forfeited and no benefit under the Plan shall be paid with respect thereto.

In the event of a Change in Control, all Accounts shall become 100% fully and immediately vested and non-forfeitable, and shall thereafter be maintained and paid in accordance with the terms of this Plan.

ARTICLE VI

PAYMENT OF BENEFITS

6.1 Benefit Payments. A Participant who incurs a Separation From Service prior to the Participant's earliest retirement age under the Retirement Cash Balance Plan will receive, or will begin to receive, payment of his vested Make-Whole Account and his vested Supplemental Account, if any, as soon as administratively feasible following the month in which the Participant attains age 55. A Participant who incurs a Separation From Service after the Participant's earliest retirement age under the Retirement Cash Balance Plan will receive, or will begin to receive, payment of his vested Make-Whole Account and his vested Supplemental Account, if any, as soon as administratively feasible following the month in which the Participant's employment terminates. Notwithstanding the foregoing, a Participant who incurs a Separation From Service on or after December 31, 2006 will receive, or will begin to receive, payment of his vested Make Whole Account under Sub-Plan II and his vested Supplemental Account, if any, under Sub-Plan II as soon as administratively feasible following the month in which the Participant's employment terminates. A Participant, while "Disabled" (as defined in the Retirement Cash Balance Plan), and continuing to receive pay credits to the Participant's account under the Retirement Cash Balance Plan, shall not receive payment of benefits during the period the Participant receives such pay credits, any other Participant who incurs a Separation From Service and whose Make-Whole Account and Supplemental Account, if any, have a combined balance, as of the last day of the month during which employment terminated, of less than $25,000 will receive payment of his vested Make-Whole Account and his vested Supplemental Account, if any, in a single sum, as soon as administratively feasible following the month in which the Participant's employment terminates under this Plan. Except as provided in Section 6.5, payment of a Participant's vested Make-Whole Account

and his vested Supplemental Account shall be paid or begin to be paid not later than sixty (60) days following the month in which such amounts become payable.

6.2 Forms of Benefit Payment.

(a) Participants who are designated as eligible after the Distribution Date must elect a form of benefit payment within 30 days after being designated eligible to participate in the Plan by completing such form as the Committee shall require and filing the completed form with, and acceptance by, the Committee. Failure to timely elect a form of benefit payment shall result in a deemed election of a single lump sum payment. A Participant may change his or her benefit payment election at any time, and from time to time, by completing a new election form as the Committee provides and filing the completed form with, and acceptance by, the Committee; provided, however, that the Participant has not filed a payment election form within the prior 12 months. With respect to amounts deferred under Sub-Plan II, except where the payment of the Participant's benefit is due to death or disability (within the meaning of Code Section 409A), (i) a Participant's election to change the form of benefit payment shall become effective one year from the date on which the election form was file with the Committee, but only if the Participant continued in employment throughout such one-year period, and (ii) any lump sum or installment form of payment that is changed by the Participant's election pursuant to this paragraph will be paid not earlier than five years from the date that such payment would otherwise have been paid.

(b) The forms of benefit payment available under the Plan are:

(1) single sum payment;
(2) monthly payments for three years; and

(3) monthly payments for ten years.

At such time as benefits under the Plan become payable with respect to a Participant, such benefits shall be paid in accordance with the benefit payment form then in effect and unless otherwise expressly provided by the Plan.

Notwithstanding the foregoing, if a Participant has previously elected to receive payment of his Account on a monthly basis over a period of 15 years and has commenced payment of his Account pursuant to such election as of December 31, 2009, the Participant shall continue to receive payment of his Account on a monthly basis for the remainder of such 15-year period. If the Participant has previously elected to receive payment of his Account on a monthly basis over a period of 15 years and has not yet commenced payment of his Account pursuant to such election as of December 31, 2009, the Participant shall be permitted to retain such election, but in the event that the Participant makes a subsequent election, only the forms of benefit payment set forth in the first paragraph of this Section 6.2(b) are available.

(c) Under the monthly form of benefit payment, the amount of payment for a particular month shall be calculated as follows:

$$\text{amount} = \frac{V}{N}$$

where

N represents the number of months remaining in the payment term as of the immediately preceding December 31, except for payments made for the first calendar year, in which case the number of months shall be equal to the number of months in the elected installment form; and

V represents the balance of the Participant's Make-Whole Account and the balance of the Participant's Supplemental Account, if any, determined as of the immediately preceding December 31, except for payments made for the first calendar year, in which case the balances will be determined as of the last day of the month immediately prior to the payment commencement date.

6.3 Cash Payment Only. Any benefit payment due under the Plan shall be paid in cash.

6.4 Financial Hardship. Upon written request by a Participant, the Committee may distribute to a Participant who is receiving a monthly payment form of distribution, such amount of the remaining balance of the Participant's vested cash balance account and vested Supplemental Account, if any, which the Committee determines is necessary to provide for a financial hardship suffered by the Participant. For this purpose, "financial hardship" shall mean a severe financial hardship that constitutes an "unforeseeable emergency" within the meaning of Code Section 409A. Notwithstanding the foregoing, if any member of the Committee requests a hardship distribution, then such Committee member shall take no part in the discussion or decision concerning whether such member has suffered a financial hardship, or the amount to be distributed in relief thereof.

6.5 Six-Month Delay. Notwithstanding any provision in this Plan to the contrary, if the payment of any benefit hereunder would be subject to additional taxes and interest under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a Specified Employee, then if the Participant is a Specified Employee under Code Section 409A, any such payment that the Participant would otherwise be entitled to receive during the first six months following the date of the Participant's Separation From Service shall be delayed and paid, if in the form of a lump sum payment, or commence, if in the form of installment payments, as applicable, within fifteen (15) business days after the date that is six months following such Separation From Service date, or such earlier date upon which such amount can be paid or provided under Code Section 409A without being subject to such taxation.

ARTICLE VII

DEATH BENEFITS

7.1 Beneficiary Designation. In accordance with procedures established by the Company, each Participant shall designate a Beneficiary or Beneficiaries to receive payment of his vested Make-Whole Account and vested Supplemental Account upon his death, as provided in Section 7.3 or 7.4, and if applicable, Section 7.5, below.

7.2 No Beneficiary. If the Participant does not designate a Beneficiary, or if the Beneficiary who is designated should predecease the Participant, the death benefit for a deceased Participant shall be paid to the estate of the Participant, as the Participant's Beneficiary, in a single cash payment not later than sixty (60) days following date of the Participant's death.

7.3 Death Before Payment Begins. If a Participant should die while still employed by the Company or otherwise before payment of any Plan benefits has commenced, payments of any death benefit shall be made to the Participant's Beneficiary in the same benefit payment form elected by the Participant under Section 6.2, unless the Beneficiary is the estate and in that case, a single cash payment shall be made not later than sixty (60) days following date of the Participant's death. Notwithstanding the foregoing, if the death benefit is less than $25,000, the death benefit shall automatically be paid to the Participant's Beneficiary in a single cash payment not later than sixty (60) days following the date of Participant's death.

7.4 Death After Payment Begins. If a Participant should die after payment of Plan benefits has commenced, payment of any death benefit will be made to the Participant's Beneficiary as a continuation of the benefit payment form that had been in effect for the Participant, unless the Beneficiary is the estate and in that case, a single cash payment shall be made not later than sixty (60) days following date of the Participant's death.

7.5 Supplemental Security Plan. If an Employee who was an active participant in the Supplemental Security Plan on December 31, 1996, should die while still employed by the Company, the portion of the death benefit attributable to the Employee's Supplemental Account shall not be less than the amount determined by multiplying 2.5 times the annualized base rate of pay of the Employee on the date of death.

ARTICLE VIII

AMENDMENT AND TERMINATION

The Committee retains the sole and unilateral right to terminate, amend, modify or supplement this Plan, in whole or in part, at any time. The Committee may delegate the right to amend the Plan, subject to any limitations it may impose, to an officer of the Company. No such action shall adversely affect a Participant's right to receive amounts then credited to a Participant's account with respect to events occurring prior to the date of such amendment.

In the event of a Change in Control, the Plan shall become irrevocable and may not be amended or terminated without the written consent of each Plan Participant who may be affected in

any way by such amendment or termination either at the time of such action or at any time thereafter. This restriction in the event of a Change in Control shall be determined by reference to the date any amendment or resolution terminating the Plan is actually signed by an authorized party rather than the date such action purports to be effective.

ARTICLE IX

ADMINISTRATION

9.1 Top-Hat Plan. The Company intends for the Plan to be an unfunded "top-hat" plan for a select group of management or highly compensated employees which is exempt from substantially all of the requirements of Title I of ERISA pursuant to Sections 201(2), 301(a)(3), and 401(a)(l) ofERISA. The Company is the Plan sponsor under Section 3(16)(B) ofERISA.

9.2 Plan Operation and Administration. The Committee shall have the authority to control and manage the operation and administration of the Plan except as otherwise expressly provided in this Plan document. The Committee may designate other persons to carry out fiduciary responsibilities under the Plan.

9.3 Plan Administrator. The Committee is the administrator of the Plan within the meaning Section 3(16)(A) of ERISA. As administrator, the Committee has the authority (without limitation as to other authority) to delegate its duties to agents and to make rules and regulations that it believes are necessary or appropriate to carry out the Plan. The Committee has the discretion (i) to interpret and construe the terms and provisions of the Plan (including any rules or regulations adopted under the Plan), (ii) to determine questions of eligibility to participate in the Plan and (iii) to make factual determinations in connection with any of the foregoing. A decision of the Committee with respect to any matter pertaining to the Plan including without limitation the Employees determined to be Participants, the benefits payable, and the construction or interpretation of any provision thereof, shall be conclusive and binding upon all interested persons. No Committee member shall participate in any decision of the Committee that would directly and specifically affect the timing or amount of his benefits under the Plan, except to the extent that such decision applies to all Participants under the Plan.

ARTICLE X

CLAIMS PROCEDURE

10.1 Claim. A person with an interest in the Plan shall have the right to file a claim for benefits under the Plan and to appeal any denial of a claim for benefits. Any request or application for a Plan benefit or to clarify the claimant's rights to future benefits under the terms of the Plan shall be considered to be a claim.

10.2 Written Claim. A claim for benefits will be considered as having been made when submitted in writing by the claimant (or by such claimant's authorized representative) to the Committee. No particular form is required for the claim, but the written claim must identify

the name of the claimant and describe generally the benefit to which the claimant believes he is entitled. The claim may be delivered personally during normal business hours or mailed to the Committee.

10.3 Committee Determination. The Committee will determine whether, or to what extent, the claim may be allowed or denied under the terms of the Plan. If the claim is wholly or partially denied, the claimant shall be so informed by written notice within 90 days after the day the claim is submitted unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. Such extension may not exceed an additional 90 days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the final decision. If notice of denial of a claim (in whole or in part) is not furnished within the initial 90-day period after the claim is submitted (or, if applicable, the extended 90-day period), the claimant shall consider that his claim has been denied just as if he had received actual notice of denial.

10.4 Notice of Determination. The notice informing the claimant that his claim has been wholly or partially denied shall be written in a manner calculated to be understood by the claimant and shall include:

(a) The specific reason(s) for the denial.

(b) Specific reference to pertinent Plan provisions on which the denial is based.

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.

(d) Appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review.

10.5 Appeal. If the claim is wholly or partially denied, the claimant (or his authorized representative) may file an appeal of the denied claim with the Committee requesting that the claim be reviewed. The Committee shall conduct a full and fair review of each appealed claim and its denial. Unless the Committee notifies the claimant that due to the nature of the benefit and other attendant circumstances he is entitled to a greater period of time within which to submit his request for review of a denied claim, the claimant shall have 60 days after he (or his authorized representative) receives written notice of denial of his claim within which such request must be submitted to the Committee.

10.6 Request for Review. The request for review of a denied claim must be made in writing. In connection with making such request, the claimant or his authorized representative may:

(a) Review pertinent documents.

(b) Submit issues and comments in writing.

10.7 Determination of Appeal. The decision of the Committee regarding the appeal shall be promptly given to the claimant in writing and shall normally be given no later than 60 days following the receipt of the request for review. However, if special circumstances (for example, if the Committee decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than 120 days after receipt of the request for review. However, if the Committee holds regularly scheduled meetings at least quarterly, a decision on review shall be made by no later than the date of the meeting which immediately follows the Plan's receipt of a request for review, unless the request is filed within 30 days preceding the date of such meeting. In such case, a decision may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (for example, if the Committee decides to hold a hearing on the appeal) require a further extension of time for processing, the decision shall be rendered as soon as possible, but no later than the third meeting following the Plan's receipt of the request for review. If special circumstances require that the decision will be made beyond the initial time for furnishing the decision, written notice of the extension shall be furnished to the claimant (or his authorized representative) prior to the commencement of the extension. The decision on review shall be in writing and shall be furnished to the claimant or to his authorized representative within the appropriate time for the decision. If a decision on review is not furnished within the appropriate time, the claim shall be deemed to have been denied on appeal.

10.8 Hearing. The Committee may, in its sole discretion, decide to hold a hearing if it determines that a hearing is necessary or appropriate in order to make a full and fair review of the appealed claim.

10.9 Decision. The decision on review shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based.

10.10 Exhaustion of Appeals. A person must exhaust his rights to file a claim and to request a review of the denial of his claim before bringing any civil action to recover benefits due to him under the terms of the Plan, to enforce his rights under the terms of the Plan, or to clarify his rights to future benefits under the terms of the Plan.

10.11 Committee's Authority. The Committee shall exercise its responsibility and authority under this claims procedure as a fiduciary and, in such capacity, shall have the discretionary authority and responsibility (a) to interpret and construe the Plan and any rules or regulations under the Plan, (b) to determine the eligibility of Employees to participate in the Plan, and the rights of Participants to receive benefits under the Plan, and (c) to make factual determinations in connection with any of the foregoing.

ARTICLE XI

NATURE OF COMPANY'S OBLIGATION

11.1 Unsecured Promise. The Company's obligation to the Participant under this Plan shall be an unfunded and unsecured promise to pay. The rights of a Participant or Beneficiary under this

Plan shall be solely those of an unsecured general creditor of the Company. The Company shall not be obligated under any circumstances to set aside or hold assets to fund its financial obligations under this Plan.

11.2 No Right to Specific Assets. Notwithstanding the foregoing, the Company may, in its sole discretion establish such accounts, trusts, insurance policies or arrangements, or any other mechanisms it deems necessary or appropriate to account for or fund its obligations under the Plan. Any assets which the Company may set aside, acquire or hold to help cover its financial liabilities under this Plan are and remain general assets of the Company subject to the claims of its creditors. The Company does not give, and the Plan does not give, any beneficial ownership interest in any assets of the Company to a Participant or Beneficiary. All rights of ownership in any assets are and remain in the Company. Any general asset used or acquired by the Company in connection with the liabilities it has assumed under this Plan shall not be deemed to be held under any trust for the benefit of the Participant or any Beneficiary, and no general asset shall be considered security for the performance of the obligations of the Company. Any asset shall remain a general, unpledged, and unrestricted asset of the Company.

11.3 Plan Provisions. The Company's liability for payment of benefits shall be determined only under the provisions of this Plan, as it may be amended from time to time.

ARTICLE XII

GENERAL PROVISIONS

12.1 No Right to Employment. Nothing in this Plan shall be deemed to give any person the right to remain in the employ of the Company or affect the right of the Company to terminate any Participant's employment with or without cause.

12.2 No Assignment. Except as provided under Section 12.3 with respect to a DRO, no right or benefit under the Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance or charge. Any attempt to anticipate, alienate, sell, assign, pledge, encumber or charge these benefits shall be void. No right or benefit under this Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, or torts of the person entitled to the benefit. If any Participant or Beneficiary under the Plan should become bankrupt or attempt to anticipate, alienate, sell, assign, pledge, encumber or charge any right to a benefit hereunder, then the right or benefit, in the discretion of the Committee, shall cease. In these circumstances, the Committee may hold or apply the benefit payment or payments, or any part of it, for the benefit of the Participant or his Beneficiary, the Participant's spouse, children, or other dependents, or any of them, in any manner and in any portion that the Committee may deem proper.

12.3 Domestic Relations Order. The anti-alienation restrictions of Section 12.2 shall not apply to a domestic relations order (as defined in Code Section 414(p)(1)(B)) (a ***"DRO").*** The Committee may direct the acceleration of payment of all or a portion of a Participant's Account and pay such amount to an individual other than the Participant to the extent necessary to fulfill the requirements of a DRO. The rules set forth in Section 6.2(a) governing subsequent changes in the Participant's benefit payment election shall not apply to any change in the form and timing of payment to the extent that such election is reflected in, or made in accordance with, the terms of a DRO.

12.4 Withholding. Any amount required to be withheld under applicable Federal, state and local tax laws (including any amounts required to be withheld under Code Section 3121(v)) will be withheld in such manner as the Committee will determine and any payment under the Plan will be reduced by the amount so withheld, as well as by any other lawful withholding.

12.5 Governing Law. This Plan shall be construed and administered in accordance with the laws of the State of Texas to the extent that such laws are not preempted by Federal law.

12.6 Compliance with Code Section 409A. The Plan is divided into two separate deferred compensation sub-plans, one of which shall be named ***"Sub-Plan I"*** and the other shall be named ***"Sub-Plan II."*** Sub-Plan I shall include only "amounts deferred" before January 1, 2005 (within the meaning of Code Section 409A) under the Duke Plan, and earnings thereon, and such deferred compensation shall be subject to the applicable provisions of the Duke Plan as in effect on October 3, 2004, as modified herein, and as Sub-Plan I is subsequently amended or otherwise changed, except as would result in such deferred compensation being subject to Code Section 409A. The adoption of the Plan is not intended to be a "material modification" (within the meaning of Code Section 409A) with respect to amounts under Sub-Plan I, and shall be construed accordingly. Sub-Plan II shall include only "amounts deferred" after December 31, 2004, and earnings thereon, and such deferred compensation shall be subject to the provisions of the Plan as in effect on the Distribution Date, as subsequently amended or otherwise changed. The Company intends Sub-Plan II to comply with the provisions of Code Section 409A, so as to prevent the inclusion in gross income of any amounts deferred hereunder in a taxable year that is prior to the taxable year or years in which such amounts would otherwise actually be distributed or made available to Participants or Beneficiaries. Sub-Plan II shall be construed, administered, and governed in a manner that effects such intent, and no action shall be taken that would be inconsistent with such intent. To the extent any terms of the Plan are ambiguous, such terms shall be interpreted as necessary to comply with Code Section 409A.

[Signature page follows]

IN WITNESS WHEREOF, this amendment and restatement of the Plan is executed on behalf of the Company this 1st day of May, 2012.

SPECTRA ENERGY CORP
By: _____
Name: Dorothy M. Ables
Title: Chief Administrative Officer

EXHIBIT 10.25

Omnibus Amendment

WHEREAS, this Omnibus Amendment (this "Amendment"), dated as of June 20, 2014 to the equity incentive and non-qualified plans, programs and arrangements set forth on Exhibit A attached hereto (each, a "Plan" and, collectively, the "Plans") shall be effective as of the date hereof;

WHEREAS, subject to the limitations specified in the Plans, the Plans generally permit the Board of Directors of Spectra Energy Corp (the "Board") or the Compensation Committee of the Board (the "Committee") to amend the terms of the Plans; and

WHEREAS, the Board and the Committee wish to amend the Plans on the terms and subject to the conditions described herein.

NOW, THEREFORE, the Plans are hereby amended as of the date hereof as follows:

1. Except as otherwise specifically set forth on Exhibit A hereto, with respect to the Plans and with respect to any award, account or benefit outstanding under any Plan, the definition of "Change in Control" or "Change of Control" shall be amended and restated in its entirety to read as follows:

""***Change in Control***" means:

(1) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided*, *however*, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any company controlled by, controlling or under common control with the Company or (iv) any acquisition pursuant to a transaction that complies with Sections (3)(A), (3)(B) and (3)(C) of this definition;

(2) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal

of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(3) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or securities of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any parent or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(4) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding anything in the foregoing to the contrary, with respect to compensation (i) that is subject to Code Section 409A and (ii) for which a Change in Control would accelerate the timing of payment thereunder, the term "Change in Control" shall mean a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, as defined in Code Section 409A and authoritative guidance thereunder, but only to the extent inconsistent with the above definition and as necessary to comply with Code Section 409A as determined by the Company.

For purposes of this definition, the term "Company" shall mean Spectra Energy Corp."

2. With respect to the Spectra Energy Corp Executive Savings Plan (as amended and restated effective as of May 1, 2012) and the Spectra Energy Corp Executive Cash Balance Plan (as amended and restated effective as of May 1, 2012) only, the following paragraphs will be added to the definition of "***Change in Control***" in Paragraph 1, above:

"Notwithstanding the foregoing, however, for purposes of Sub-Plan I under the Plan, "***Change in Control***" means:

(i) an acquisition subsequent to the Distribution Date hereof by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then outstanding shares of common stock of the Company or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors; excluding, however, the following: (1) any acquisition directly from the Company, other than an acquisition by virtue of the exercise of a conversion privilege unless the security being so converted was itself acquired directly from the Company, (2) any acquisition by the Company, (3) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or its affiliated companies and (4) any acquisition pursuant to a transaction that complies with the exceptions in Paragraph (iii) of this definition;

(ii) during any period of two (2) consecutive years (not including any period prior to the Distribution Date), individuals who at the beginning of such period constitute the Board (and any new directors whose election by the Board or nomination for election by the Company's shareholders was approved by a vote of at least 2/3 of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was so approved) cease for any reason (except for death, disability or voluntary retirement) to constitute a majority thereof;

(iii) the consummation, after the Distribution Date, of a merger, consolidation, reorganization or similar corporate transaction, which has been approved by the shareholders of the Company, whether or not the Company is the surviving corporation in such transaction, other than a merger, consolidation, or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the Company (or such surviving entity or any parent thereof) outstanding immediately after such merger, consolidation or reorganization; or

(iv) the consummation, after the Distribution Date, of (A) the sale or other disposition of all or substantially all of the assets of the Company or (B) a complete liquidation or dissolution of the Company, which has been approved by the shareholders of the Company;

provided that in no event shall a Change in Control be deemed to have occurred by reason of any of the events resulting from the separation transaction pursuant to which the Company becomes a separate publicly-held corporation for the first time.

For purposes of this definition, the term "Company" shall mean Spectra Energy Corp."

3. Except as expressly provided in this Amendment, the Plans shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first above written.

SPECTRA ENERGY CORP

_____

Name: Dorothy M. Ables
Title: Chief Administrative Officer

EXHIBIT A

Spectra Energy Corp Executive Savings Plan (as amended and restated effective as of May 1, 2012)

Spectra Energy Corp Executive Cash Balance Plan (as amended and restated effective as of May 1, 2012)

Spectra Energy Corp 2007 Long-Term Incentive Plan (as amended and restated)*

**only with respect to awards granted as of and subsequent to the date hereof*

EXHIBIT 10.26

CHANGE IN CONTROL AGREEMENT
(As Amended and Restated)

THIS AGREEMENT (As Amended and Restated) (the "Agreement"), dated as of _____ (the "Effective Date"), is made by and between SPECTRA ENERGY CORP, a Delaware corporation (the "Company"), and _____ (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel;

WHEREAS, the Board of Directors of the Company recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders;

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control; and

WHEREAS, the Company and the Executive previously entered into that certain Change in Control Agreement, dated as of _____ (the "Prior Agreement Effective Date"), as amended, (the "Prior Agreement") and now mutually desire to amend and restate the Prior Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive, intending to be legally bound, do hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(A) "Accrued Rights" shall have the meaning set forth in Section 3 hereof.

(B) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(C) "Auditor" shall have the meaning set forth in Section 4.2 hereof.

(D) "Base Amount" shall have the meaning set forth in Code Section 280G(b)(3).

(E) "Beneficial Ownership" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(F) "Board" shall mean the Board of Directors of the Company.

(G) "Cause" for termination by the Company of the Executive's employment shall mean (i) a material failure by the Executive to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Executive's position, (ii) the final conviction of the Executive of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Executive's employment with the Company or an Affiliate, (iii) an egregious act of dishonesty by the Executive (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Executive toward the customers or employees of the Company or any Affiliate, (iv) a material breach by the Executive of the Company's Code of Business Ethics, (v) the failure of the Executive to cooperate fully with governmental investigations involving the Company or its Affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; provided, however, that the Company shall not have reason to terminate the Executive's employment for Cause pursuant to this Agreement unless the Executive receives written notice from the Company identifying the acts or omissions constituting Cause and gives the Executive a thirty (30) day opportunity to cure, if such acts or omissions are capable of cure.

(H) "Change in Control" means:

(a) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any company controlled by, controlling or under common control with the Company or (iv) any acquisition pursuant to a transaction that complies with Sections (c)(1), (c)(2) and (c)(3) of this definition;

(b) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall

be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or securities of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (1) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (2) no Person (excluding any parent or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (3) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(d) Approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

Notwithstanding anything in the foregoing to the contrary, with respect to compensation (i) that is subject to Code Section 409A and (ii) for which a Change in Control would accelerate the timing of payment thereunder, the term "Change in Control" shall mean a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, as defined in Code Section 409A and authoritative guidance thereunder, but only to the extent inconsistent with the above

definition and as necessary to comply with Code Section 409A as determined by the Company.

(I) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(J) "Company" shall mean Spectra Energy Corp and, except in determining under Section 1.H hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(K) "Confidential Information" shall have the meaning set forth in Section 8 hereof.

(L) "DB Pension Plan" shall mean any tax-qualified, supplemental or excess defined benefit pension plan maintained by the Company and any other defined benefit plan or agreement entered into between the Executive and the Company which is designed to provide the Executive with supplemental retirement benefits.

(M) "DC Pension Plan" shall mean any tax-qualified, supplemental or excess defined contribution plan maintained by the Company and any other defined contribution plan or agreement entered into between the Executive and the Company which is designed to provide the executive with supplemental retirement benefits.

(N) "Date of Termination" with respect to any purported termination of the Executive's employment after a Change in Control and during the Term, shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the full-time performance of the Executive's duties during such thirty (30) day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than fifteen (15) days nor (without the consent of the Company) more than sixty (60) days, respectively, from the date such Notice of Termination is given).

(O) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six (6) consecutive months, shall have qualified for benefits under the Company's long-term disability program, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.

(P) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(Q) "Excise Tax" shall mean any excise tax imposed under Code section 4999.

(R) "Executive" shall mean the individual named in the first paragraph of this Agreement.

(S) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent which specifically references this Agreement) after any Change in Control (subject to Section 4.3 hereof) of any one of the following acts by the Company, or failures by the Company to act, unless such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof: (i) a substantial adverse alteration in the nature or status of the Executive's responsibilities, (ii) a material reduction in the Executive's annual base salary, (iii) a material reduction in the Executive's target annual bonus, (iv) the elimination of any material employee benefit plan in which the Executive is a participant or the material reduction of the Executive's benefits under such plan, unless the Company either (A) immediately replaces such employee benefit plan or unless the Executive is permitted to immediately participate in other employee benefit plan(s) providing the Executive with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (B) immediately provides the Executive with other forms of compensation of comparable value to that being eliminated or reduced, (v) the failure of the Company to obtain the assumption of this Agreement from any successor as contemplated in Section 11.1 hereof, or (vi) a relocation without the written consent of the Executive that requires the Executive to report to a work location more than 35 miles from the work location to which he or she was assigned prior to the Change in Control.

The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

(T) "Notice of Termination" shall have the meaning set forth in Section 5 hereof.

(U) "Person" shall have the meaning given in section 3(a)(9) of the Exchange Act, as modified and used in sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(V) "Repayment Amount" shall have the meaning set forth in Section 7.3 hereof.

(W) "Restricted Period" shall have the meaning set forth in Section 7.2 hereof.

(X) "Separation from Service" shall have the meaning provided under Code Section 409A.

(Y) "Severance Payments" shall have the meaning set forth in Section 4.1(C) hereof.

(Z) "Severance Period" shall have the meaning set forth in Section 4.1(C) hereof.

(AA) "Specified Employee" shall have the meaning provided under Code Section 409A.

(BB) "Subsidiary" means an entity that is wholly owned, directly or indirectly, by the Company, or any other affiliate of the Company that is so designated from time to time by the Company.

(CC) "Term" shall mean the period of time described in Section 2 hereof (including any extension, continuation or termination described therein).

(DD) "Total Payments" shall mean those payments so described in Section 4.2 hereof.

2. Term of Agreement. The Term of this Agreement shall commence on the Effective Date hereof and shall continue in effect through the second anniversary of the Effective Date hereof; provided, however, that commencing on the date that is twelve (12) months following the Effective Date hereof and each subsequent anniversary of the Effective Date hereof, the Term shall automatically be extended for one additional year; further provided, however, the Company or the Executive may terminate this Agreement effective at any time following the second anniversary of the Prior Agreement Effective Date only with six (6) months advance written notice; and further provided, however, that, notwithstanding the above, if a Change in Control shall have occurred during the Term, the Term shall in no case expire earlier than twenty-four (24) months beyond the month in which such Change in Control occurred.

This Agreement supersedes any prior Change in Control Agreement between the Company and the Executive in its entirety.

3. Compensation Other Than Severance Payments. If the Executive's employment shall be terminated for any reason following a Change in Control (subject to Section 4.3 hereof) and during the Term, the Company shall pay the Executive the salary amounts payable in the normal course for service through the Date of Termination and any rights or payments that have become vested or that are otherwise due in accordance with the terms of any employee benefit, incentive, or compensation plan or arrangement maintained by the Company that the Executive participated in at the time of his or her termination of employment (together, the "Accrued Rights").

4. Severance Payments.

4.1 Subject to Sections 4.2 and 4.3 hereof, and further subject to the Executive executing and not revoking a release of claims substantially in the form set forth as Exhibit A to this Agreement, if the Executive's employment is terminated following a Change in Control and during the Term (but in any event not later than twenty-four (24) months following a Change in Control), other than (A) by the Company for Cause, (B) by reason of death or Disability, or (C) by the Executive without Good Reason, then, in any such case, in addition to the payments and benefits representing the Executive's Accrued Rights, the Company shall pay the Executive the amounts, and provide the Executive the benefits, described in this Section 4.1 ("Severance Payments").

(A) A lump-sum payment equal to (i) the Executive's annual bonus payment earned for any completed bonus year prior to termination of employment, if not previously paid, plus (ii) a pro-rata amount of the Executive's target bonus under any performance-based bonus plan, program, or arrangement in which the Executive participates for the year in which the termination occurs, determined as if all program goals had been met, pro-rated based on the number of days of service during the bonus year occurring prior to termination of employment;

(B) In lieu of any severance benefit otherwise payable to the Executive, the Company shall pay to the Executive, a lump sum severance payment, in cash, equal to two (or, if less, the number of years (including partial years) until the Executive reaches the Company's mandatory retirement age, provided that the Company adopts a mandatory retirement age pursuant to 29 USC §631(c)), multiplied by the sum of (i) the Executive's annual base salary as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, and (ii) the Executive's target short-term incentive bonus opportunity for the fiscal year in which the Date of Termination occurs or, if higher, the fiscal year in which the first event or circumstance occurs constituting Good Reason. Notwithstanding the preceding sentence, in the event that a lump sum Severance Payment would constitute a change in the form or timing of any payment that is subject to, and not exempt under, Code Section 409A with respect to any severance benefit otherwise payable to the Executive under any other plan

or arrangement, then the portion of the Severance Payment that is equal to the amount payable under such other severance plan shall be payable in the form and at the time applicable under such other severance plan, and any excess Severance Payment, as determined under this Section 4.1(B), shall be paid in a lump sum in accordance with this Section 4.1.

(C) For a period of two years immediately following the Date of Termination (or, if less, the period until the Executive reaches the Company's mandatory retirement age, provided that the Company adopts a mandatory retirement age pursuant to 29 USC §631(c)) (the "Severance Period"), the Company shall arrange to provide the Executive and his or her spouse, if any, and any other eligible dependents of Executive, with medical, dental, and basic life insurance benefits substantially similar to those provided to the Executive and his or her eligible dependents immediately prior to the Date of Termination, or, if more valuable in the aggregate, to those provided immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater after-tax cost to the Executive than the after-tax cost to the Executive immediately prior to such date or occurrence; provided, however, that, in lieu of providing such benefits, the Company may choose to provide such benefits through a third-party insurer. As a condition to its obligation under the first sentence of this Section 4.1(C) with respect to medical and dental benefits, the Company may also require the Executive (and his or her spouse and other eligible dependents, if applicable) to elect to continue medical and dental coverage under COBRA unless electing to continue such coverage under COBRA would cause such individual(s) to no longer be eligible for any retiree health and welfare benefits offered by the Company or an Affiliate of the Company. Benefits otherwise receivable by the Executive pursuant to this Section 4.1(C) shall be reduced to the extent benefits of the same type are received by or made available to the Executive during the Severance Period as a result of subsequent employment (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive).

To the extent the continuation of the benefits under this Section 4.1(C) is taxable to Executive, and for medical benefits, the benefits continue beyond the Executive's COBRA period, the Company shall administer such continuation of coverage consistent with the following additional requirements as set forth in Treas. Reg. § 1.409A-3(i)(1)(iv):

(1) Executive's eligibility for benefits in one year will not affect Executive's eligibility for benefits in any other year;

(2) Any reimbursement of eligible expenses will be made on or before the last day of the year following the year in which the expense was incurred; and

(3) Executive's right to benefits is not subject to liquidation or exchange for another benefit.

In the event the preceding sentence applies to certain benefits and Executive is a Specified Employee on the date of his Separation from Service, such benefits shall commence no sooner than the first day of the seventh month after the Executive's Separation from Service.

(D) In addition to the benefits to which the Executive is entitled under the DC Pension Plan, the Company shall pay the Executive a lump sum amount, in cash, equal to the sum of (i) the amount that would have been contributed thereto by the Company on the Executive's behalf during the Severance Period, determined (x) as if the Executive made the maximum permissible contributions thereto during such period, (y) as if the Executive earned compensation during such period equal to the sum of the Executive's base salary and target bonus as in effect immediately prior to the Date of Termination, or, if higher, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason, and (z) without regard to any amendment to the DC Pension Plan made subsequent to a Change in Control and on or prior to the Date of Termination, which amendment adversely affects in any manner the computation of benefits thereunder, and (ii) the unvested portion, if any, of the Executive's account balance under the tax-qualified DC Pension Plan as of the Date of Termination that would have vested had Executive remained employed by the Company for the remainder of the Term. In addition, the unvested portion, if any, of the Executive's account balance under the nonqualified DC Pension Plan as of the Date of Termination that would have vested had Executive remained employed by the Company for the remainder of the Term shall be fully vested as of the Date of Termination and shall be paid out in accordance with the terms of the nonqualified DC Pension Plan.

(E) In addition to the benefits to which the Executive is entitled under the DB Pension Plan, the Company shall pay the Executive a lump sum amount, in cash, equal to the sum of (i) the amount that would have been allocated thereunder by the Company in respect of the Executive during the Severance Period, determined (x) as if the Executive earned compensation during such period equal to the sum of the Executive's base salary and target bonus as in effect immediately prior to the Date of Termination, or, if higher, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason, and (y) without regard to any amendment to the DB Pension Plan made subsequent to a Change in Control and on or prior to the Date of Termination, which amendment adversely affects in any manner the computation of benefits thereunder, and (ii) the Executive's unvested accrued benefit, if any, under the tax-qualified DB Pension Plan as of the Date of Termination that would have vested had Executive remained employed by the Company for the remainder of the Term.

(F) Subject to the last sentence in this section 4.1(F), notwithstanding the terms of any award agreement or plan document to the contrary, the Executive shall be entitled to receive continued vesting of any long term incentive awards, including awards of stock options but excluding awards of restricted stock and phantom stock, held by the Executive at the time of his or her termination of employment that are not vested or exercisable on such date, in accordance with their terms as if the Executive's employment had not terminated, for the duration of the Severance Period, with any options or similar rights to remain exercisable (to the extent exercisable at the end of the Severance Period) for a period of 90 days following the close of the Severance Period, but not beyond the maximum original term of such options or rights. However, if, at the time of his severance under the terms of this agreement the Executive has attained an age of 55 years and has at least 3 years of service, nothing in this section 4.1(F) shall truncate either the vesting period or the exercise period associated with an award. In the event that the terms of any award agreement or plan document, or the actions of the Board in connection with a Change in Control, would provide the Executive with greater benefits with respect to Executive's awards than those set forth in this paragraph (for example and without limitation, full accelerated vesting of awards upon a Change in Control, a longer post-termination exercise period, lapse of restrictions on restricted stock, and/or other benefits in excess of or to a greater extent than those provided for in this paragraph with respect to any of Executive's awards), then the terms and conditions of any such award agreement, plan document or Board action (as the case may be), to the extent of such greater benefits, shall apply to such award, and nothing in this Agreement shall be deemed to provide for or require the benefits only to the extent provided in the first two sentences of this Section 4.1(F).

(G) The Company shall pay to the Executive, a lump sum payment, in cash, equal to $30,000 for outplacement assistance purposes.

Except where otherwise expressly specified to the contrary under this Agreement, all lump sum payments under this Section 4.1 shall be paid within the sixty (60) day period immediately following the Executive's Separation from Service, but only if the Executive has executed by such date as the Company may prescribe (which date shall in no event be later than the 50th day following the Executive's Separation from Service) and not revoked the release of claims in accordance with the first paragraph of this Section 4.1. If the payment period described in the immediately preceding sentence begins in one taxable year and ends in another taxable year, payments described herein shall be made in the second taxable year. If the Executive is a Specified Employee on the date of his Separation from Service, any such payment (other than payments under Section 4.1(A)) that the Executive would otherwise be entitled to receive during the first six months following the Executive's Separation from Service shall be accumulated and paid within fifteen (15) business days after the date that is six months following the Executive's Separation from Service, or if earlier on the first day of the month following Executive's

death. The preceding sentence shall not apply if payments are being made to the Executive upon a Change in Control pursuant to Section 4.3.

4.2 (A) Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit received or to be received by the Executive (including any payment or benefit received in connection with a Change in Control or the termination of the Executive's employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (all such payments and benefits, including the Severance Payments, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the Excise Tax, then, after taking into account any reduction in the Total Payments provided by reason of Code section 280G in such other plan, arrangement or agreement, the cash Severance Payments shall first be reduced, and the noncash Severance Payments shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(B) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Code Section 280G(b) shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of tax counsel ("Tax Counsel") who is reasonably acceptable to the Executive and selected by the accounting firm (the "Auditor") which was, immediately prior to the Change in Control, the Company's independent auditor, does not constitute a "parachute payment" within the meaning of Code Section 280G(b)(2) (including by reason of Code Section 280G(b)(4)(A)) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of Tax Counsel, constitutes reasonable compensation for services actually rendered, within the meaning of Code Section 280G(b)(4)(B), in excess of the Base Amount allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of Code Sections 280G(d)(3) and (4).

(C) At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax

Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

4.3 Notwithstanding anything in this Agreement to the contrary, if (i) Executive's employment is terminated prior to a Change in Control but after the Company and/or a third party have taken affirmative steps reasonably calculated to effectuate a Change in Control, (ii) such termination is a termination by the Company without Cause, or by the Executive for reasons that would have constituted Good Reason had they occurred following a Change in Control, and the event or actions taken by the Company in connection with such termination have been taken at the request or suggestion of such third party, and (iii) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) does in fact occur, then for purposes of this Agreement, the date immediately prior to the date of such termination shall be treated as a Change in Control. For purposes of determining the timing of payments and benefits to the Executive under this Agreement in such event, the date of the actual Change in Control shall be treated as the date of the Executive's Separation from Service, and for purposes of determining the amount of payments and benefits to the Executive under this Section 4, the date Executive's employment is actually terminated shall be treated as the Executive's Date of Termination under Section 1(N).

5. Notice of Termination. After a Change in Control and during the Term, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 12 hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon.

6. No Mitigation. The Company agrees that, if the Executive's employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 4 hereof. Further, except as specifically provided in Section 4.1(C) hereof, no payment or benefit provided for in this Agreement shall be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

7. Restrictive Covenants.

7.1 Noncompetition and Nonsolicitation. During the Restricted Period (as defined below), the Executive agrees that he or she shall not, without the Company's prior written consent, for any reason, directly or indirectly, either as principal, agent, manager, employee, partner, shareholder, director, officer, consultant or otherwise (A) become engaged or involved in any business (other than as a less-than three percent (3%) equity owner of any corporation traded on any national, international or regional stock

exchange or in the over-the-counter market) that competes with the Company or any of its Affiliates in the business of gathering, processing, distribution, storage or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids; and sales and marketing of natural gas, domestically and abroad; and any other business in which the Company, including Affiliates, is engaged at the termination of the Executive's continuous employment by the Company, including Affiliates; or (B) induce or attempt to induce any customer, client, supplier, employee, agent or independent contractor of the Company or any of its Affiliates to reduce, terminate, restrict or otherwise alter its business relationship with the Company or its Affiliates. The provisions of this Section 7.1 shall be limited in scope and effective only within the following geographical areas: (i) any country in the world where the Company, including Affiliates, has at least US$25 million in capital deployed as of termination of the Executive's continuous employment by Company, including Affiliates; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the United States of America; (v) the states of Virginia, Georgia, Florida, Texas, California, Massachusetts, Illinois, Michigan, New York, Colorado, Oklahoma, Ohio, Kentucky, Indiana, Pennsylvania, Connecticut, Louisiana, Kansas, Montana, Missouri, Nebraska, and Wyoming; and (vi) any state or states with respect to which was conducted a business of the Company, including Affiliates, which business constituted a substantial portion of the Executive's employment. The parties intend the above geographical areas to be completely severable and independent, and any invalidity or unenforceability of this Agreement with respect to any one area shall not render this Agreement unenforceable as applied to any one or more of the other areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and the Executive agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing in Section 7.1 shall be construed to prohibit the Executive being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict the Executive providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

7.2 Restricted Period. For purposes of this Agreement, "Restricted Period" shall mean the period of the Executive's employment during the Term and, in the event of a termination of the Executive's employment following a Change in Control that entitles Executive to Severance Payments covered by Section 4 hereof, the twelve (12) month period following such termination of employment, commencing from the Date of Termination.

7.3 Forfeiture and Repayments. The Executive agrees that, in the event he or she violates the provisions of Section 7 hereof during the Restricted Period,

he or she will forfeit and not be entitled to any Severance Payments or any non-cash benefits or rights under this Agreement (including, without limitation, stock option rights), other than the payments provided under Section 3 hereof. The Executive further agrees that, in the event he or she violates the provisions of Section 7 hereof following the payment or commencement of any Severance Payments, (A) he or she will forfeit and not be entitled to any further Severance Payments, and (B) he or she will be obligated to repay to the Company an amount in respect of the Severance Payments previously made to him or her under Section 4 hereof (the "Repayment Amount"). The Repayment Amount shall be determined by aggregating the cash Severance Payments made to the Executive and multiplying the resulting amount by a fraction, the numerator of which is the number of full and partial calendar months remaining in the Severance Period at the time of the violation (rounded to the nearest quarter of a month), and the denominator of which is twenty-four (24). The Repayment Amount shall be paid to the Company in cash in a single sum within ten (10) business days after the first date of the violation, whether or not the Company has knowledge of the violation or has made a demand for payment. Any such payment made following such date shall bear interest at a rate equal to the prime lending rate of Citibank, N.A. (as periodically set) plus 1%. Furthermore, in the event the Executive violates the provisions of Section 7 hereof, and notwithstanding the terms of any award agreement or plan document to the contrary (which shall be considered to be amended to the extent necessary to reflect the terms hereof), the Executive shall immediately forfeit the right to exercise any stock option or similar rights that are outstanding at the time of the violation, and the Repayment Amount, calculated as provided above, shall be increased by the amount of any gains (measured by the difference between the aggregate fair market value on the date of exercise of shares underlying the stock option or similar right (including without limitation restricted stock, restricted stock units, performance shares and phantom stock units) and the aggregate exercise price (if any) of such stock option or similar right) realized by the Executive upon the exercise or payment of such stock options or similar rights within the one-year period prior to the first date of the violation.

7.4 Permissive Release. The Executive may request that the Company release him or her from the restrictive covenants of Section 7.1 hereof upon the condition that the Executive forfeit and repay all termination benefits and rights provided for in Section 4.1 hereof. The Company may, in its sole discretion, grant such a release in whole or in part or may reject such request and continue to enforce its rights under this Section 7.

7.5 Consideration; Survival. The Executive acknowledges and agrees that the compensation and benefits provided in this Agreement constitute adequate and sufficient consideration for the covenants made by the Executive in this Section 7 and in the remainder of this Agreement. As further consideration for the covenants made by the Executive in this Section 7 and in the remainder of this Agreement, the Company has provided and will provide the Executive certain proprietary and other confidential information about the Company, including, but not limited to, business plans and strategies, budgets and budgetary projections, income and earnings projections and

statements, cost analyses and assessments, and/or business assessments of legal and regulatory issues. The Executive's obligations under this Section 7 shall survive any termination of his or her employment as specified herein.

8. Confidentiality. The Executive acknowledges that during the Executive's employment with the Company or any of its Affiliates, the Executive will acquire, be exposed to and have access to, non-public material, data and information of the Company and its Affiliates and/or their customers or clients that is confidential, proprietary, and/or a trade secret ("Confidential Information"). At all times, both during and after the Term, the Executive shall keep and retain in confidence and shall not disclose, except as required and authorized in the course of the Executive's employment with the Company or any its Affiliates, to any person, firm or corporation, or use for his or her own purposes, any Confidential Information. For purposes of this Agreement, such Confidential Information shall include, but shall not be limited to: sales methods, information concerning principals or customers, advertising methods, financial affairs or methods of procurement, marketing and business plans, strategies (including risk strategies), projections, business opportunities, inventions, designs, drawings, research and development plans, client lists, sales and cost information and financial results and performance. Notwithstanding the foregoing, "Confidential Information" shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive or by the Company or its Affiliates). The Executive acknowledges that the obligations pertaining to the confidentiality and non-disclosure of Confidential Information shall remain in effect for a period of five (5) years after termination of employment, or until the Company or its Affiliates has released any such information into the public domain, in which case the Executive's obligation hereunder shall cease with respect only to such information so released into the public domain; provided, however, with respect to those items of Confidential Information which constitute a trade secret as defined by the applicable laws governing the protection of trade secrets of the Company, the Executive's obligation of confidentiality shall continue to survive after the 5-year period to the greatest extent permitted by applicable trade secret law. The Executive's obligations under this Section 8 shall survive any termination of his or her employment. If the Executive receives a subpoena or other judicial process requiring that he or she produce, provide or testify about Confidential Information, the Executive shall notify the Company and cooperate fully with the Company in resisting disclosure of the Confidential Information. The Executive acknowledges that the Company has the right either in the name of the Executive or in its own name to oppose or move to quash any subpoena or other legal process directed to the Executive regarding Confidential Information. Notwithstanding any other provision of this Agreement, the Executive remains free to report or otherwise communicate any nuclear safety concern, any workplace safety concern, or any public safety concern to the United States Department of Labor or any other appropriate federal or state governmental agency, and the Executive remains free to participate in any federal or state administrative, judicial, or legislative proceeding or investigation with respect to any claims and matters not resolved and terminated pursuant to this Agreement. With respect to any claims and matters resolved and terminated pursuant to this Agreement, the

Executive is free to participate in any federal or state administrative, judicial, or legislative proceeding or investigation if subpoenaed. The Executive shall give the Company, through its legal counsel, notice, including a copy of the subpoena, within twenty-four (24) hours of receipt thereof. Notwithstanding any other provision of this Agreement, nothing in this Agreement generally prevents the Executive from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities Exchange Commission or any other federal, state, or local agency charged with the enforcement of any employment laws or any criminal or civil statute.

9. Return of Company Property. All records, files, lists, including, computer generated lists, drawings, documents, equipment and similar items relating to the business of the Company and its Affiliates which the Executive shall prepare or receive from the Company or its Affiliates shall remain the sole and exclusive property of Company and its Affiliates. Upon termination of the Executive's employment for any reason, the Executive shall promptly return all property of Company or any of its Affiliates in his or her possession. The Executive further represents that he or she will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company or any of its Affiliates.

10. Acknowledgement and Enforcement. The Executive acknowledges that the restrictions contained in this Agreement with regards to the Executive's use of Confidential Information and his or her future business activities are fair, reasonable and necessary to protect the Company's legitimate protectable interests, particularly given the competitive nature and broad scope of the Company's business and that of its Affiliates, as well as the Executive's position with the Company. The Executive further acknowledges that the Company may have no adequate means to protect its rights under this Agreement other than by securing an injunction (a court order prohibiting the Executive from violating this Agreement). The Executive therefore agrees that the Company, in addition to any other right or remedy it may have, shall be entitled to enforce this Agreement by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. The Executive acknowledges that the recovery of damages will not be an adequate means to redress a breach of this Agreement, but nothing in this Section 10 shall prohibit the Company from pursuing any remedies in addition to injunctive relief, including recovery of damages and/or any forfeiture or repayment obligations provided for herein.

11. Successors; Binding Agreement.

11.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to

perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement to perform this Agreement prior to the effectiveness of any Change in Control shall be a breach of this Agreement and shall constitute Good Reason hereunder. For purposes of implementing the foregoing, the date on which any such Change in Control becomes effective shall be deemed the date Good Reason occurs, and shall be the Date of Termination if requested by the Executive.

11.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered personally, (b) upon confirmation of receipt when such notice or other communication is sent by facsimile, (c) one day after timely delivery to an overnight delivery courier, or (d) when delivered or mailed by United States registered mail, return receipt requested, postage prepaid. Such notices shall be directed, in the case of the Company, to the Company's chief legal officer at the principal executive offices of the Company and, in the case of the Executive, to the Executive at the most recent address on file in the payroll records of the Company. Either party hereto may, by notice to the other, change its address for receipt of notices hereunder.

13. Code Section 409A. It is the intention of the Company and the Executive that this Agreement is written and administered, and will be interpreted and construed, in a manner such that no amount under this Agreement becomes subject to (a) gross income inclusion under Code Section 409A or (b) interest and additional tax under Code Section 409A (collectively, "Section 409A Penalties"), including, where appropriate, the construction of defined terms to have meanings that would not cause the imposition of the Section 409A Penalties. Accordingly, the Executive consents to any amendment of this Agreement as the Company may reasonably make in furtherance of such intention, and the Company shall promptly provide, or make available to, the Executive a copy of such amendment. Further, to the extent that any terms of the Agreement are ambiguous, such terms shall be interpreted as necessary to comply with Code Section 409A.

14. Miscellaneous. Except as otherwise provided in Section 13 hereof, no provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Chairman of the Board (or such officer as may be specifically designated by the Chairman of the Board). No waiver by either party hereto at any time of any breach by

the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party or Duke Energy; provided, however, that this Agreement shall supersede any agreement setting forth the terms and conditions of the Executive's employment with the Company only in the event that the Executive's employment with the Company is terminated on or within two years following a Change in Control, by the Company other than for Cause, by the Executive for Good Reason, or under the circumstances described in Section 4.3. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed and no such payments shall be treated as creditable compensation under any other employee benefit plan, program, arrangement or agreement of or with the Company or its affiliates. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Section 4 hereof) shall survive such expiration.

15. Certain Legal Fees. To provide the Executive with reasonable assurance that the purposes of this Agreement will not be frustrated by the cost of enforcement, the Company shall reimburse the Executive promptly after receipt of an invoice for reasonable attorneys' fees and expenses incurred by the Executive as a result of a claim that the Company has breached or otherwise failed to perform its obligations under this Agreement or any provision hereof, regardless of which party, if any, prevails in the contest; provided, however, that Company shall not be responsible for such fees and expenses to the extent incurred in connection with a claim made by the Executive that the trier of fact in any such contest finds to be frivolous or if the Executive is determined to have breached his or her obligations under Sections 7, 8, 9, 16, or 17 of this Agreement; and provided further, however, the Company shall not be responsible for such fees or expenses in excess of $100,000 in the aggregate. Notwithstanding the preceding sentence, no reimbursement shall be made for attorneys' fees and expenses incurred after the last day of the second taxable year of the Executive following the taxable year in which the Executive incurs a Separation from Service, and reimbursement of such amounts will not be made later than the last day of the third taxable year of the Executive following the taxable year in which the Executive incurs the Separation from Service.

16. Cooperation. The Executive agrees that he or she will fully cooperate in any litigation, proceeding, investigation or inquiry in which the Company or its Affiliates may be or become involved. The Executive also agrees to cooperate fully with any internal investigation or inquiry conducted by or on behalf of the Company. Such

cooperation shall include the Executive making himself or herself available, upon the request of the Company or its counsel, for depositions, court appearances and interviews by Company's counsel. The Company shall reimburse the Executive for all reasonable and documented out-of-pocket expenses incurred by him or her in connection with such cooperation. To the maximum extent permitted by law, the Executive agrees that he or she will notify the Board if he or she is contacted by any government agency or any other person contemplating or maintaining any claim or legal action against the Company or its Affiliates or by any agent or attorney of such person. Nothing contained in this Section 16 shall preclude the Executive from providing truthful testimony in response to a valid subpoena, court order, regulatory request or as may be required by law. Payment for expenses to be reimbursed under this Section 16 may not be made after December 31st of the year following the year in which the expense was incurred.

17. Non-Disparagement. The Executive agrees that he or she will not make or publish, or cause to be made or published, any statement which is, or may reasonably be considered to be, disparaging of the Company or its Affiliates, or directors, officers or employees of the businesses of the Company or its Affiliates. Nothing contained in this Section 17 shall preclude the Executive from providing truthful testimony in response to a valid subpoena, court order, regulatory request or as may be required by law.

18. Validity; Severability. The invalidity or unenforceability of any provision of any Section or sub-Section of this Agreement, including, but not limited to, any provision contained in Section 7 hereof, shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be unenforceable because of the scope, activity or duration of such provision, or the area covered thereby, the parties hereto agree to modify such provision, or that the court making such determination shall have the power to modify such provision, to reduce the scope, activity, duration and/or area of such provision, or to delete specific words or phrases therefrom, and in its reduced or modified form, such provision shall then be enforceable and shall be enforced to the maximum extent permitted by applicable law.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

20. Settlement of Disputes. All claims by the Executive for benefits under this Agreement (a) shall be directed to and determined by the Chairman of the Board, unless the Executive is the Chief Executive Officer of the Company, in which case such a claim shall be directed to and determined by the Compensation Committee of the Board, and (b) shall be in writing. Any denial by the Chairman of the Board or the Compensation Committee of the Board, as applicable, of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific provisions of this Agreement relied upon.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date first written above.

SPECTRA ENERGY CORP

By: _____

Name: Gregory L. Ebel

Title: Chair, President & CEO

_____

EXECUTIVE

EXHIBIT A

RELEASE OF CLAIMS

This RELEASE OF CLAIMS (the "Release") is executed and delivered by _____ (the "Employee") to SPECTRA ENERGY CORP (together with its successors, the "Company").

In consideration of the agreement by the Company to provide the Employee with the rights, payments and benefits under the Change in Control Agreement between the Employee and the Company dated _____ __, 20___ (the "Severance Agreement"), the Employee hereby agrees as follows:

Section 1. Release and Covenant. The Employee, of his or her own free will, voluntarily and unconditionally releases and forever discharges the Company, its subsidiaries, parents, affiliates, their directors, officers, employees, agents, stockholders, successors and assigns (both individually and in their official capacities with the Company) (the "Company Releasees") from, any and all past or present causes of action, suits, agreements or other claims which the Employee, his or her dependents, relatives, heirs, executors, administrators, successors and assigns has or may hereafter have from the beginning of time to the date hereof against the Company or the Company Releasees upon or by reason of any matter, cause or thing whatsoever, including, but not limited to, any matters arising out of his or her employment by the Company and the cessation of said employment, and including, but not limited to, any alleged violation of the Civil Rights Acts of 1964 and 1991, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act of 1990 and any other federal, state or local law, regulation or ordinance, or public policy, contract or tort law having any bearing whatsoever on the terms and conditions of employment or termination of employment. This Release shall not, however, constitute a waiver of any of the Employee's rights under the Severance Agreement.

Section 2. Due Care. The Employee acknowledges that he or she has received a copy of this Release prior to its execution and has been advised hereby of his or her opportunity to review and consider this Release for 21 days prior to its execution. The Employee further acknowledges that he or she has been advised hereby to consult with an attorney prior to executing this Release. The Employee enters into this Release having freely and knowingly elected, after due consideration, to execute this Release and to fulfill the promises set forth herein. This Release shall be revocable by the Employee during the 7-day period following its execution, and shall not become effective or enforceable until the expiration of such 7-day period. In the event of such a revocation, the Employee shall not be entitled to the consideration for this Release set forth above.

Section 3. Nonassignment of Claims; Proceedings. The Employee represents and warrants that there has been no assignment or other transfer of any interest in any claim which the Employee may have against the Company or any of the Company Releasees. The Employee represents that he or she has not commenced or joined in any claim, charge, action or proceeding whatsoever against the Company or any of the Company Releasees arising out of or relating to any of the matters set forth in this Release. The Employee further agrees that he or she will not seek or be entitled to any personal recovery in any claim, charge, action or proceeding whatsoever against the Company or any of the Company Releasees for any of the matters set forth in this Release.

Section 4. Reliance by Employee. The Employee acknowledges that, in his or her decision to enter into this Release, he or she has not relied on any representations, promises or agreements of any kind, including oral statements by representatives of the Company or any of the Company Releasees, except as set forth in this Release and the Severance Agreement.

Section 5. Nonadmission. Nothing contained in this Release will be deemed or construed as an admission of wrongdoing or liability on the part of the Company or any of the Company Releasees.

Section 6. Communication of Safety Concerns. Notwithstanding any other provision of this Release, the Employee remains free to report or otherwise communicate any nuclear safety concern, any workplace safety concern, or any public safety concern to the Nuclear Regulatory Commission, United States Department of Labor, or any other appropriate federal or state governmental agency, and the Employee remains free to participate in any federal or state administrative, judicial, or legislative proceeding or investigation with respect to any claims and matters not resolved and terminated pursuant to the Severance Agreement and this Release. With respect to any claims and matters resolved and terminated pursuant to the Severance Agreement and this Release, the Employee is free to participate in any federal or state administrative, judicial, or legislative proceeding or investigation if subpoenaed. The Employee shall give the Company, through its legal counsel, notice, including a copy of the subpoena, within twenty-four (24) hours of receipt thereof.

Section 7. Governing Law. This Release shall be interpreted, construed and governed according to the laws of the State of Texas, without reference to conflicts of law principles thereof.

Section 8. Severability. It is understood by you and the Company that if any part of this Release of Claims is held by a court to be invalid, the remaining portions shall not be affected.

[SIGNATURE PAGE FOLLOWS]

This RELEASE OF CLAIMS is executed by the Employee and delivered to the Company on _____, 20___.

EMPLOYEE

_____

[not to be signed upon execution of Change in Control Agreement]

EXHIBIT 10.27

SPECTRA ENERGY CORP
PHANTOM STOCK AWARD AGREEMENT

This **Phantom Stock Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware corporation, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the Phantom Stock units and tandem Dividend Equivalents that are subject hereto. The basis for the Award is to provide an incentive for the Employee to remain with the Company and to improve Employee retention. Awards are not intended for Employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to Employees once such notices are given. For clarity, Awards do not accrue for Employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an Employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Phantom Stock Units and Tandem Dividend Equivalents*. The number of Phantom Stock units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(____)**. Each Phantom Stock unit, upon becoming vested before its expiration, represents a right to receive payment in the form of cash equal to the Fair Market Value of one (1) share of Common Stock. Each tandem Dividend Equivalent represents a right to receive cash payments equivalent to the amount of cash dividends declared and paid on one (1) share of Common Stock after the Date of Grant and before the Dividend Equivalent expires. Phantom Stock units and

Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Phantom Stock units and Dividend Equivalents subject to this Award have been awarded to the Grantee in respect of services to be performed by the Grantee exclusively in and after the year in which the Award is made.

Section 2. *Vesting of Phantom Stock Units*. The specified percentage of the Phantom Stock units subject to this Award, and not previously forfeited, shall vest, with such percentage considered satisfied to the extent such Phantom Stock units have previously vested, as follows:

(a) **Generally.** 100% upon Grantee continuously remaining an Employee of the Company, including Subsidiaries, through the third anniversary of the Date of Grant (the "Vesting Period").

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, then the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of the Vesting Period during which the Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the remaining Phantom Stock units not vested shall be forfeited. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. Grantee shall be considered to have "retired" but Grantee's employment shall be considered to continue, with continued vesting under Section 2(a) with respect to the prorated payment determined in accordance with the above, (i) unless the Committee or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 4 or (B) the termination of Grantee's employment is for Cause, in which case all Phantom Stock units not previously vested shall be forfeited, or (ii) unless the Grantee dies, in which case the Phantom Stock units subject to the provisions of this Section 2(b) shall vest in accordance with Section 2(c). The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, 100% of the Phantom Stock units subject to this Award shall vest immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, (i) the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of Active Employment during the Vesting Period, and shall vest immediately, and (ii) the remaining Phantom Stock units shall be forfeited. Solely for purposes of calculating the prorated payment in clause (i) of the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entire month, but in no event for more than thirty-six (36) months. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Phantom Stock units and tandem Dividend Equivalents to which the Grantee has the right to payment hereunder shall become 100% vested to the extent not yet vested as provided for in Section 2 above, if, following the occurrence of a Change in Control and before the second anniversary of such occurrence, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a reduction in the Grantee's annual base salary, provided that there is not an across-the-board reduction similarly affecting all or substantially all similarly-situated employees of the Company and employing Subsidiaries; (C) a reduction in the Grantee's target annual bonus, provided that there is not an across-the-board reduction similarly affecting all similarly-situated employees of the Company and employing Subsidiaries; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(e) at least fifteen (15),

but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company has cured the condition within the time frame set forth in this Section 2(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(e).

Section 3. *Definition of "Cause*." For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

Section 4. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 5. *Forfeiture/Expiration*. Any Phantom Stock unit subject to this Award shall be forfeited upon notice of the termination of Grantee's continuous employment with the Company and its Subsidiaries, whether such notice is given by the Grantee or by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested, deferred or forfeited, shall expire immediately before the third anniversary of the Date of Grant. Any Dividend Equivalent subject to this Award shall expire at the time the unit of Phantom Stock with respect to which the Dividend Equivalent is in tandem (i) is vested and paid, or, to the extent permitted by the laws of the applicable jurisdiction, deferred, (ii) is forfeited, or (iii) expires. The

additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 6. *Dividend Equivalent Payments*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Phantom Stock unit that is vested and paid shall be paid in a single lump sum cash payment as soon as practicable following the vesting and payment of the Phantom Stock unit, and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Phantom Stock unit is deferred by the Grantee as provided in Section 7, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 6 shall be made not later than thirty (30) days after payment hereunder of the related tandem Phantom Stock units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Phantom Stock unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive payment of Phantom Stock units under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes. Notwithstanding any other provision hereof, to the extent necessary for this Agreement not to be construed as a salary deferral arrangement under Canadian law, in no event will any Dividend Equivalent to which the Grantee may be entitled vest, or will the right to receive a payment in respect of any Dividend Equivalent arise, after December 30 of the calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee, and in the event this would, apart from this provision, occur, notwithstanding any other provision hereof, the applicable Dividend Equivalent will vest and the Grantee will be entitled to receive payment of such Dividend Equivalent on December 30 (or the first date prior thereto that is not a Saturday, Sunday or holiday) in the first calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee.

Section 7. *Payment of Phantom Stock Units*. Payment of Phantom Stock units subject to this Award shall be made to the Grantee in a single lump sum cash payment as soon as practicable following the time such units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by Grantee in accordance with such procedures as the Committee, or its delegatee, may prescribe consistent with the requirements of Code Section 409A or any Canadian law equivalent, as applicable. Any deferral of Phantom Stock units by the Grantee hereunder shall apply to both the shares of Common Stock and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of cash equal to the Fair Market Value of one (1) share

of Common Stock for each full vested unit of Phantom Stock, and any fractional vested unit of Phantom Stock shall be rounded up to the next whole share for purposes of both vesting under Section 2 and payment under this Section 7.

Section 8. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 9. *Nonalienation*. The Phantom Stock units and Dividend Equivalents subject to this Award are not assignable or transferable by the Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Phantom Stock unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Phantom Stock unit or Dividend Equivalent, or upon such right or privilege, such Phantom Stock unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 10. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 11. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 12. *Code Section 409A*. Notwithstanding any provision of this Agreement to the contrary, for the purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified employee," any such payment that the Grantee would otherwise be entitled to receive during the first six (6) months following Grantee's termination of employment from the Company, including Subsidiaries, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, including Subsidiaries, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 13. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect a Phantom Stock Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 14. *Grantee Confidentiality Obligations*. In accepting this Phantom Stock Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

Section 15. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 3 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications

for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 16. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 17. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 18. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 19. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 18, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 19 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Phantom Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

ATTEST:

By: _____
Corporate Secretary

SPECTRA ENERGY CORP:

By: _____
President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Phantom Stock Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 2(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 2(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 2(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 5 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 5 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.28

SPECTRA ENERGY CORP
STOCK OPTION AGREEMENT
(Nonqualified Stock Options)

This Stock Option Agreement (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between Spectra Energy Corp, a Delaware Company, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the nonqualified stock option that is subject hereto. Awards are not intended for employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to employees once such notices are given. For clarity, Awards do not accrue for employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Grant of Options.* Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee a Nonqualified Stock Option (the "Option") with respect to _____ shares of Common Stock of the Company (the "Option Shares").

Section 2. *Exercise Price; Exercisability.* The exercise price of each share of Common Stock underlying the Option hereby granted is $_____ ("Exercise Price").

Section 3. *Vesting of Options.* The Option shall become vested and exercisable as follows:

(a) **Generally.** Subject to the terms of the Plan, the Option hereunder shall vest and be exercisable in accordance with the following vesting schedule on the dates set forth in such schedule (each such date, a "Vesting Date"), provided that Grantee continuously remains an Employee of the Company, including Subsidiaries, through each applicable Vesting Date:

Vesting Date	Percentage of Option Vesting and Exercisable
First Anniversary of Date of Grant	33.33%
Second Anniversary of Date of Grant	33.33%
Third Anniversary of Date of Grant	33.34%
Total	100%

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, unless the Committee or its delegatee, in its sole discretion, determines that (i) Grantee is in violation of any obligation identified in Section 4 or (ii) the termination of Grantee's employment is for Cause, in which case all Option Shares not previously vested shall be forfeited, then the number of Option Shares not yet vested as of the date of such employment termination to which the Grantee shall have a right hereunder shall be prorated by multiplying the total number of Option Shares granted under this Agreement by a fraction, the numerator of which is the number of months during the three-year vesting period beginning with the Date of Grant and ending on the third anniversary of the Date of Grant (the "Vesting Period") during which Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the denominator of which is thirty-six (36), and subtracting from this result the number of Option Shares already vested and exercisable. Solely for purposes of calculating such prorated vesting, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. The prorated unforfeited Option Shares determined in accordance with the first sentence of this Section 3(b) shall vest and become exercisable immediately upon the date of such employment termination, and any remaining portion of

the Option that is unvested shall be forfeited. The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, 100% of the Option subject to this Award not yet vested as of the date of such employment termination to which the Grantee shall have a right hereunder shall vest and become exercisable immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, then the number of Option Shares not yet vested as of the date of such employment termination to which the Grantee shall have a right hereunder shall be prorated by multiplying the total number of Option Shares granted under this Agreement by a fraction, the numerator of which is the number of months during the Vesting Period during which Grantee's Active Employment continued, and the denominator of which is thirty-six (36), and subtracting from this result the number of Option Shares already vested. Solely for purposes of calculating such prorated vesting, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. The prorated unforfeited Option Shares determined in accordance with the first sentence of this Section 3(d) shall vest and become exercisable immediately upon the date of such employment termination, and any remaining portion of the Option that is unvested shall be forfeited. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Option Shares to which the Grantee has the right to hereunder shall become 100% vested and exercisable to the extent not yet vested, if, following the occurrence of a Change in Control and before the second anniversary of

such occurrence, (i) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or an employing Subsidiary, or their successor; or (ii) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 3(e) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company has cured the condition within the time frame set forth in this Section 3(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 3(e).

Section 4. *Violation of Grantee Obligation*. In consideration of the vesting opportunity provided under Section 3(b) following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the vesting opportunity provided under Section 3(b) shall terminate and be forfeited.

Section 5. *Manner of Exercise and Taxes.* The Option shall be exercised by delivery of an electronic or physical written notice to the third party administrator selected by the Company, or such other form as permitted by the Committee from time to time and communicated to the Grantee (the "Exercise Notice"), which shall state the election to exercise the Option, specify the number of shares of Common Stock with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Committee pursuant to the provisions of the Plan. The Exercise Notice shall include payment for an amount equal to the Exercise Price multiplied by the number of shares of Common Stock specified in such Exercise Notice. Such payment may be made in (i) cash or cash equivalent; (ii) shares of Common Stock having a Fair Market Value equal to the Exercise Price (provided that, if such shares were acquired by exercise of an option intended to qualify as an incentive stock option under Section 422 of the Code (an "ISO"), the Grantee has owned such shares for at least one (1) year following the transfer of such shares to the Grantee upon exercise of such ISO); (iii) a combination of cash and shares (provided that, if such shares were acquired by exercise of an option intended to qualify as an ISO, the Grantee has owned such shares for at least one (1) year following the transfer of such shares to the Grantee upon exercise of such ISO); (iv) in the Committee's sole discretion, through a broker assisted exercise, but only to the extent such right or the utilization of such right would not cause the Option to be subject to Section 409A of the Code and to the extent the use of net-physical settlement is permitted by, and is in compliance with applicable law; or (v) in the Committee's sole discretion, by a combination of the methods described in this sentence; provided, however, that the Company may restrict the use of any of the foregoing payment methods to the extent it would result in adverse accounting treatment to the Company. The partial exercise of the Option, alone, shall not cause the expiration, termination or cancellation of the remaining portion of the Option. The Grantee shall pay or shall ensure payment of the full amount to the Company of any and all applicable income tax, employment tax and any other withholding tax amounts that are required to be withheld in connection with the exercise of the Option, which may be payable under one or more of the methods described above for payment of the exercise price of the Option to the extent permitted by the Committee or as otherwise may be approved by the Committee. The Company shall not be required to deliver shares of Common Stock to the Grantee until the Company determines such obligations are satisfied. The Grantee acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares of Common Stock and that the Grantee should consult a tax advisor prior to such exercise or disposition.

Section 6. *Expiration of Options.* The Grantee's Option, or portion thereof, which has not become vested and exercisable shall expire on the date Grantee's employment with the Company, including Subsidiaries, terminates for any reason. The Grantee's Option, or any portion thereof, which has become vested and exercisable on or before the date Grantee's employment with the Company, including Subsidiaries, terminates for any reason (or that vests and becomes exercisable as a result of such termination) shall expire on the earliest of:

(a) **Involuntary Termination With Cause, Involuntary Termination Without Cause, or Voluntary Termination.** Three (3) months after the date (i) Grantee's employment with the Company, including Subsidiaries, is terminated for Cause (as determined by the Committee in its sole discretion), (ii) Grantee's employment with the Company, including Subsidiaries, is terminated not for Cause, or (iii) Grantee voluntarily terminates employment with the Company, including Subsidiaries; provided, however, that this Section 6(a) shall not apply if:

(i) the vesting set forth in Section 3(e) (Change in Control) applies (i.e., the termination event is (A) either a termination that is involuntary, and not for Cause, by the Company, or an employing Subsidiary, or their successor or a termination by the Grantee for Good Reason and (B) is following the occurrence of a Change in Control but before the second anniversary of such occurrence); or

(ii) the vesting set forth in Section 3(b) (Retirement) applies.

(b) **Death or Disability.** Thirty-six (36) months after the date the Grantee's employment is terminated by reason of death or "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee; or

(c) The tenth anniversary of the Date of Grant for such Option(s).

All Options, whether vested or unvested, that have not sooner expired shall expire no later than the tenth anniversary of the Date of Grant. The additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 7. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 8. *Nonalienation and Transferability*. The Option is exercisable during the Grantee's lifetime only by the Grantee or his or her guardian or legal representative, and may not be sold, pledged, hypothecated, or otherwise encumbered or subject to any lien, obligation, or liability of the Grantee to any party (other than the Company or a Subsidiary), or assigned or transferred by such Grantee, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the Option will be forfeited by the Grantee and all of the Grantee's rights to such Option shall immediately terminate without any payment or consideration from the Company. Upon the death of a Grantee, outstanding Options granted to such Grantee may be exercised only by the executors or administrators of the Grantee's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution pursuant to the Plan.

Section 9. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement, and the Grantee hereby acknowledges the foregoing.

Section 10. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 11. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect a Stock Option Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the stock option rules under Canadian law (Section 7 of the Income Tax Act) and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 12. *Grantee Confidentiality Obligations*. In accepting this Option Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in

accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

Section 13. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 3 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 14. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 15. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 16. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 17. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 16, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 17 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this

provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department – Stock Option (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

ATTEST: SPECTRA ENERGY CORP:

By: _____ By: _____

Corporate Secretary Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Stock Option Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 3(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The nonsolicitation period for purposes of Section 13 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 3(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 3(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 3(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 3(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 3(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 6 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 6 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 13 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.29

SPECTRA ENERGY CORP
PERFORMANCE SHARE AWARD AGREEMENT

This **Performance Share Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware Company, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) (the "Award") and the Performance Share units and tandem Dividend Equivalents that are subject hereto. Awards are not intended for employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to employees once such notices are given. For clarity, Awards do not accrue for employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Performance Share Units and Tandem Dividend Equivalents*. The number of Performance Share units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(_____)**. Each Performance Share unit, upon becoming vested before its expiration, represents a right to receive payment in the form of one (1) share of Common Stock. Each tandem Dividend Equivalent, after its tandem Performance Share unit vests, represents a right to receive a cash payment equivalent in amount to the aggregate cash dividends declared and paid on one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date such Dividend Equivalent expires. Each tandem Performance Share unit, consisting of both the Performance Share unit and the tandem Dividend Equivalents,

is either paid or is deferred in accordance with procedures established by the Committee that comply with the requirements of Code Section 409A, if applicable. Performance Share units and Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock, and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award.

Section 2. *Vesting of Performance Share Units.* (a) Provided that Grantee's continuous employment by the Company, including Subsidiaries, has not terminated, or as otherwise provided in Sections 2(b) or 2(c), Performance Share units subject to this Award shall become vested upon the written certification by the Committee, or its delegatee, in its sole discretion, of the achievement of the Performance Goal, which is the Company's Total Shareholder Return ("TSR") relative to the TSR of the peer group of companies listed on Exhibit A to this Agreement (the "Peer Group"), for the period beginning January 1, 2016 and ending December 31, 2018 ("Performance Period"), at, or above, the 30th percentile, in accordance with the applicable vesting percentage specified for such percentile ranking in the following schedule:

Percentile Ranking	Vesting Percentage
Lower than 30th	0%
30th	50%
*	*
50th	100%
*	*
80th or higher	200%

*When such determination is of a percentile ranking between those specified, such results will be interpolated on a straight-line basis to determine the applicable vesting percentage.

All Performance Share units that do not become vested upon the written certification by the Committee, or its delegatee, in its sole discretion, or as otherwise provided in Sections 2(b), 2(c) or 2(d), shall be forfeited.

For purposes of this Agreement, "TSR" means the change in fair market value over a specified period of time, expressed as a percentage, of an initial investment in specified common stock, with dividends reinvested, as determined utilizing such methodology as the Committee, or its delegate, shall approve, with the final TSR considering the last twenty (20) business days preceding the start and the end of the period.

In addition, when calculating TSR for the Performance Period, (i) if a company that would have been included in the Peer Group as a result of being in the S&P 500 Energy Index or the Alerian MLP Index (an "Index Company") is not in the applicable index for the entire

Performance Period, the performance of such company will not be used in calculating the Peer Group's TSR, except that the performance of any company that ceases to be an Index Company during the Performance Period because it becomes bankrupt during the Performance Period will be included in calculating Peer Group's TSR; (ii) with respect to a company in the Peer Group that is not an Index Company, the performance of such a company will not be used in calculating the Peer Group's TSR if the company is not publicly traded (i.e., has no ticker symbol) for the entire Performance Period, except that the performance of any such company in the Peer Group that becomes bankrupt during the Performance Period will be included in calculating the Peer Group's TSR even if it has no ticker symbol at the end of the Performance Period; and (iii) the Committee retains discretion to reduce Performance Awards that were otherwise earned in the event that the Company's TSR during the Performance Period is negative.

(b) In the event that, prior to the date that the determination of the achievement of the Performance Goal is made, the Grantee's continuous employment by the Company, including Subsidiaries, terminates, the Performance Share units subject to this Award shall be forfeited, except that if such employment terminates (i) at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or a Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan ("Functional Equivalent Plan"), unless the Committee, or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 3 or (B) the termination of Grantee's employment is for Cause, (ii) as the result of the termination of such employment by the Company, or employing Subsidiary, other than for Cause, as determined by the Company or employing Subsidiary, in its sole discretion, or (iii) as the direct and sole result, as determined by the Company, or employing Subsidiary, in its sole discretion, of the divestiture of assets, a business, or a company, by the Company or a Subsidiary, the Performance Share units subject to this Award shall be prorated on the basis of the portion of the Performance Period that Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued (unless such termination occurs after the end of the Performance Period, in which event the number of Performance Share units earned, if any, shall not be prorated) and shall vest upon such determination of the achievement of the Performance Goal, at such vesting percentage determined by the Committee, or its delegate. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Performance Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. The additional provisions of Section 1 of Schedule B hereto are also incorporated herein if Schedule B is applicable to the Grantee. For the purposes of this Agreement, "Cause" for termination by the Company, or employing Subsidiary, of the Grantee's employment shall include (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral

turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion. Further, if Grantee voluntarily terminates employment with the Company, including Subsidiaries, after the Performance Period has ended and prior to the date that the determination of the achievement of the Performance Goal is made, all as determined by the Company, or employing Subsidiary, in its sole discretion, the Performance Share units subject to this Award shall vest upon such determination of the achievement of the Performance Goal, at such vesting percentage determined by the Committee, or its delegate.

(c) In the event that Grantee's employment with the Company, including Subsidiaries, terminates before the Performance Period has ended (i.e., on or before the last day of the Performance Period) (i) as the result of the Grantee's death, or (ii) as the result of the Grantee's "permanent and total disability" as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, the Performance Share units subject to this Award shall vest upon such occurrence, at the 100% vesting percentage, irrespective of any subsequent determination of the achievement of the Performance Goal. In the event that (i) Grantee's employment with the Company, including Subsidiaries, terminates after the Performance Period has ended (A) as the result of the Grantee's death, or (B) as the result of the Grantee's "permanent and total disability" as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, all as determined by the Company, or employing Subsidiary, in its sole discretion, the Performance Share units subject to this Award shall vest upon such determination of the achievement of the Performance Goal, at such vesting percentage determined by the Committee, or its delegatee.

(d) Notwithstanding the foregoing or anything to the contrary contained herein, in the event that a Change in Control occurs before the Performance Period has ended, the following provisions shall apply to this Award to the extent the Award is not yet vested. The achievement of the Performance Goal and the applicable "vesting percentage" shall be determined as set forth in Section 2(a) except shall be based upon the Company's TSR relative to the TSR of the Peer Group for the period beginning on January 1, 2016, and ending on the effective date of the Change in Control (such period, the "CIC Performance Period" and such determination, the "CIC Performance Goal Determination"), and the Award shall vest on December 31, 2018, at such vesting percentage determined by the Committee, or its delegate, based on the CIC Performance Goal Determination, provided that the Grantee remains continuously employed by the Company, an employing Subsidiary, or their successor through December 31, 2018. In the event that the Grantee does not remain continuously employed by the Company, an employing Subsidiary, or their

successor, through December 31, 2018, the Performance Share units subject to this Award shall be forfeited, except as follows:

(i) In the event that Grantee's employment termination is the result of the Grantee's death or the Grantee's "permanent and total disability" as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, and occurs on or after the occurrence of the Change in Control, the Performance Share units subject to this Award shall vest upon such employment termination, at such vesting percentage determined by the Committee, or its delegate, based on the CIC Performance Goal Determination.

(ii) In the event that the Grantee's employment termination meets the criteria in Section 2(b)(i), the Performance Share units subject to this Award shall be prorated on the basis of the portion of the period beginning January 1, 2016 and ending on December 31, 2018 (the "Vesting Period") that Grantee's Active Employment continued during the Vesting Period, and the Award shall be considered to vest on December 31, 2018, at such vesting percentage determined by the Committee, or its delegate, based on the CIC Performance Goal Determination. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months.

(iii) In the event that following the occurrence of the Change in Control and before the second anniversary of the occurrence of the Change in Control, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason, the Performance Share units subject to this Award shall vest upon such occurrence, at such vesting percentage determined by the Committee, or its delegate, based on the CIC Performance Goal Determination. In the event that the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor during the Vesting Period and either (1) prior to the occurrence of the Change in Control or (2) on or after the second anniversary of the occurrence of the Change in Control, the Performance Share units subject to this Award shall be prorated on the basis of the portion of the Vesting Period that Grantee's Active Employment continued during the Vesting Period, and the Award shall be considered to vest on December 31, 2018, at such vesting percentage determined by the Committee, or its delegate, based on the CIC Performance Goal Determination. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have

continued for the entirety of such month, but in no event for more than thirty-six (36) months.

The additional provisions of Section 1 of Schedule B hereto are also incorporated herein if Schedule B is applicable to the Grantee.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company (or its successor) of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(d) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company (or its successor) may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company (or its successor) has cured the condition within the time frame set forth in this Section 2(d), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(d).

Section 3. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if, at any time of such termination of employment, Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or Functional Equivalent Plan, Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 3 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other

restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 4. *Forfeiture/Expiration*. Any Performance Share unit subject to this Award shall be forfeited upon the termination of the Grantee's continuous employment by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested and paid, deferred or forfeited, shall expire immediately before the tenth (10^{th}) anniversary of the Date of Grant. The additional provisions of Section 4 of Schedule B hereto are also incorporated herein if Schedule B is applicable to the Grantee. Any Dividend Equivalent subject to this Award shall expire at the time its tandem Performance Share unit (i) is vested and paid, or deferred, (ii) is forfeited, or (iii) expires.

Section 5. *Dividend Equivalent Payment*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Performance Share unit that is vested and paid shall be paid in cash to the Grantee as soon as practicable following the vesting and payment of the Performance Share unit and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Performance Share unit is deferred by Grantee as provided in Section 6, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 5 shall be made not later than thirty (30) days after payment hereunder of the related tandem Performance Share units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Performance Share unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive shares under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes.

Section 6. *Payment of Performance Share Units*. Payment of Performance Share units subject to this Award shall be made to the Grantee in a single lump sum payment as soon as practicable following the time such Performance Share units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting event and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by the Grantee in accordance with such procedures as the Committee, or its designee, may prescribe that comply with the requirements of Code Section 409A, or any Canadian law equivalent, if applicable. Any deferral of Performance Share units hereunder shall apply to both payment of Performance Share units and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of one (1) share of Common Stock for each full vested Performance Share unit, and any fractional vested Performance Share unit shall be rounded up to the next whole share for purposes of both vesting under Section 2 and payment under this Section 6. Notwithstanding the

foregoing, the number of shares of Common Stock that would otherwise be paid (valued at Fair Market Value on the date the respective Performance Share units became vested) shall be reduced by the Committee, or its delegatee, in its sole discretion, to fully satisfy any tax required to be withheld, unless the Company, or employing Subsidiary, as applicable, and the Grantee agree that such tax obligations will instead be satisfied by the Grantee timely tendering to the Company, or employing Subsidiary, as applicable, sufficient cash to satisfy such obligations and the Grantee does timely tender such cash. In the event that payment, after any such reduction in the number of shares of Common Stock to satisfy withholding for tax requirements, would be for less than ten (10) shares of Common Stock, then, if so determined by the Committee, or its delegatee, in its sole discretion, payment, instead of being made in shares of Common Stock, shall be made in a cash amount equal in value to the shares of Common Stock that would otherwise be paid, valued at Fair Market Value on the date the respective Performance Share units became vested.

Section 7. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 8. *Nonalienation*. The Performance Share units and Dividend Equivalents subject to this Award are not assignable or transferable by Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Performance Share unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Performance Share unit or Dividend Equivalent, or upon such right or privilege, such Performance Share unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 9. *Grantee Confidentiality Obligations*. In accepting this Performance Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

Section 10. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 3 of Schedule A hereto or Section 5 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 11. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 12. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 13. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 14. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware applicable to transactions that take place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 15. *Code Section 409A*. Notwithstanding any provision of this Agreement to the contrary, for purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified employee," any such payment that the Grantee would otherwise be entitled to receive

during the first six (6) months following Grantee's termination of employment from the Company, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 16. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect an Award properly granted to the Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegate. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment.
Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 17. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 18. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 17, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 18 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this

provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, _____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Performance Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

ATTEST: SPECTRA ENERGY CORP:

By: _____ By: _____

Corporate Secretary Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Performance Award

IN WITNESS OF Grantee's acceptance of this Performance Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

EXHIBIT A

The Peer Group will consist of the following:

- Companies in the S&P 500 Energy Index
- Companies in the Alerian MLP Index, excluding DCP Midstream Partners LP (DPM) and Spectra Energy Partners, LP (SEP)
- Enbridge Inc. (ENB)
  TransCanada Corporation (TRP)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) and Section 2(d) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 3 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary, or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, or derivatives thereof; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; and sales and marketing of natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company, including Subsidiaries, has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be entirely severable and independent, and any invalidity or enforceability of

this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The nonsolicitation period for purposes of Section 10 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated immediately before the definition of "Cause" in Section 2(b) of the Agreement and immediately before the definition of "Good Reason" in Section 2(d) of the Agreement:

> The date that the Grantee's continuous employment is terminated for the purposes of Section 2(b) and Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) and Section 2(d) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall apply for purposes of Section 3 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary, or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the

resale, brokering, marketing, or trading of natural gas, or derivatives thereof; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; and sales and marketing of natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 4. The following provisions shall be incorporated after the first sentence in Section 4 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 4 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 5. The nonsolicitation period for purposes of Section 10 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.30

SPECTRA ENERGY CORP
PHANTOM STOCK AWARD AGREEMENT

This **Phantom Stock Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware corporation, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the Phantom Stock units and tandem Dividend Equivalents that are subject hereto. The basis for the Award is to provide an incentive for the Employee to remain with the Company and to improve Employee retention. Awards are not intended for Employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to Employees once such notices are given. For clarity, Awards do not accrue for Employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an Employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Phantom Stock Units and Tandem Dividend Equivalents*. The number of Phantom Stock units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(____)**. Each Phantom Stock unit, upon becoming vested before its expiration, represents a right to receive payment in the form of cash equal to the Fair Market Value of one (1) share of Common Stock. Each tandem Dividend Equivalent represents a right to receive cash payments equivalent to the amount of cash dividends declared and paid on one (1) share of Common Stock after the Date of Grant and before the Dividend Equivalent expires. Phantom Stock units and

Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Phantom Stock units and Dividend Equivalents subject to this Award have been awarded to the Grantee in respect of services to be performed by the Grantee exclusively in and after the year in which the Award is made.

Section 2. *Vesting of Phantom Stock Units*. The specified percentage of the Phantom Stock units subject to this Award, and not previously forfeited, shall vest, with such percentage considered satisfied to the extent such Phantom Stock units have previously vested, as follows:

(a) **Generally.** 100% upon Grantee continuously remaining an Employee of the Company, including Subsidiaries, through the third anniversary of the Date of Grant (the "Vesting Period").

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, then the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of the Vesting Period during which the Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the remaining Phantom Stock units not vested shall be forfeited. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. Grantee shall be considered to have "retired" but Grantee's employment shall be considered to continue, with continued vesting under Section 2(a) with respect to the prorated payment determined in accordance with the above, (i) unless the Committee or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 4 or (B) the termination of Grantee's employment is for Cause, in which case all Phantom Stock units not previously vested shall be forfeited, or (ii) unless the Grantee dies, in which case the Phantom Stock units subject to the provisions of this Section 2(b) shall vest in accordance with Section 2(c). The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2 of Schedule B hereto, as applicable to the Grantee, 100% of the Phantom Stock units subject to this Award shall vest immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, (i) the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of Active Employment during the Vesting Period, and shall vest immediately, and (ii) the remaining Phantom Stock units shall be forfeited. Solely for purposes of calculating the prorated payment in clause (i) of the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entire month, but in no event for more than thirty-six (36) months. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Phantom Stock units and tandem Dividend Equivalents to which the Grantee has the right to payment hereunder shall become 100% vested to the extent not yet vested as provided for in Section 2 above, if, following the occurrence of a Change in Control and before the second anniversary of such occurrence, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company (or its successor) of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(e) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company (or its successor) may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice

and after the Company (or its successor) has cured the condition within the time frame set forth in this Section 2(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(e).

Section 3. *Definition of "Cause*." For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

Section 4. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 5. *Forfeiture/Expiration*. Any Phantom Stock unit subject to this Award shall be forfeited upon notice of the termination of Grantee's continuous employment with the Company and its Subsidiaries, whether such notice is given by the Grantee or by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested, deferred or forfeited, shall expire immediately before the third anniversary of the Date of Grant. Any Dividend Equivalent subject to this Award shall expire at the time the unit of Phantom Stock with respect to which the Dividend Equivalent is in tandem (i) is vested and paid, or, to the extent permitted by the laws of the applicable jurisdiction, deferred, (ii) is forfeited, or (iii) expires. The additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 6. *Dividend Equivalent Payments*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Phantom Stock unit that is vested

and paid shall be paid in a single lump sum cash payment as soon as practicable following the vesting and payment of the Phantom Stock unit, and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Phantom Stock unit is deferred by the Grantee as provided in Section 7, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 6 shall be made not later than thirty (30) days after payment hereunder of the related tandem Phantom Stock units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Phantom Stock unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive payment of Phantom Stock units under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes. Notwithstanding any other provision hereof, to the extent necessary for this Agreement not to be construed as a salary deferral arrangement under Canadian law, in no event will any Dividend Equivalent to which the Grantee may be entitled vest, or will the right to receive a payment in respect of any Dividend Equivalent arise, after December 30 of the calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee, and in the event this would, apart from this provision, occur, notwithstanding any other provision hereof, the applicable Dividend Equivalent will vest and the Grantee will be entitled to receive payment of such Dividend Equivalent on December 30 (or the first date prior thereto that is not a Saturday, Sunday or holiday) in the first calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee.

Section 7. *Payment of Phantom Stock Units*. Payment of Phantom Stock units subject to this Award shall be made to the Grantee in a single lump sum cash payment as soon as practicable following the time such units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by Grantee in accordance with such procedures as the Committee, or its delegatee, may prescribe consistent with the requirements of Code Section 409A or any Canadian law equivalent, as applicable. Any deferral of Phantom Stock units by the Grantee hereunder shall apply to both the shares of Common Stock and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of cash equal to the Fair Market Value of one (1) share of Common Stock for each full vested unit of Phantom Stock, and any fractional vested unit of Phantom Stock shall be rounded up to the next whole share for purposes of both vesting under Section 2 and payment under this Section 7.

Section 8. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any

Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 9. *Nonalienation*. The Phantom Stock units and Dividend Equivalents subject to this Award are not assignable or transferable by the Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Phantom Stock unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Phantom Stock unit or Dividend Equivalent, or upon such right or privilege, such Phantom Stock unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 10. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 11. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 12. *Code Section 409A.* Notwithstanding any provision of this Agreement to the contrary, for the purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified employee," any such payment that the Grantee would otherwise be entitled to receive during the first six (6) months following Grantee's termination of employment from the Company, including Subsidiaries, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, including Subsidiaries, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 13. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect a Phantom Stock Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department,

reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 14. *Grantee Confidentiality Obligations*. In accepting this Phantom Stock Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

Section 15. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 3 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 16. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 17. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 18. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 19. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 18, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 19 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Phantom Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

ATTEST: SPECTRA ENERGY CORP:

By: _____ By: _____

Corporate Secretary Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Phantom Stock Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 2(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 2(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 2(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 5 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 5 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.31

SPECTRA ENERGY CORP
PHANTOM STOCK AWARD AGREEMENT

This **Phantom Stock Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware corporation, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the Phantom Stock units and tandem Dividend Equivalents that are subject hereto. The basis for the Award is to provide an incentive for the Employee to remain with the Company and to improve Employee retention. Awards are not intended for Employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to Employees once such notices are given. For clarity, Awards do not accrue for Employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an Employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Phantom Stock Units and Tandem Dividend Equivalents*. The number of Phantom Stock units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(____)**. Each Phantom Stock unit, upon becoming vested before its expiration, represents a right to receive payment in the form of one (1) share of Common Stock. Each tandem Dividend Equivalent represents a right to receive cash payments equivalent to the amount of cash dividends declared and paid on one (1) share of Common Stock after the Date of Grant and before the Dividend

Equivalent expires. Phantom Stock units and Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Phantom Stock units and Dividend Equivalents subject to this Award have been awarded to the Grantee in respect of services to be performed by the Grantee exclusively in and after the year in which the Award is made.

Section 2. *Vesting of Phantom Stock Units*. The specified percentage of the Phantom Stock units subject to this Award, and not previously forfeited, shall vest, with such percentage considered satisfied to the extent such Phantom Stock units have previously vested, as follows:

(a) **Generally.** 100% upon Grantee continuously remaining an Employee of the Company, including Subsidiaries, through the third anniversary of the Date of Grant (the "Vesting Period").

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, then the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of the Vesting Period during which the Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the remaining Phantom Stock units not vested shall be forfeited. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. Grantee shall be considered to have "retired" but Grantee's employment shall be considered to continue, with continued vesting under Section 2(a) with respect to the prorated payment determined in accordance with the above, (i) unless the Committee or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 4 or (B) the termination of Grantee's employment is for Cause, in which case all Phantom Stock units not previously vested shall be forfeited, or (ii) unless the Grantee dies, in which case the Phantom Stock units subject to the provisions of this Section 2(b) shall vest in accordance with Section 2(c). The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2

of Schedule B hereto, as applicable to the Grantee, 100% of the Phantom Stock units subject to this Award shall vest immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, (i) the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of Active Employment during the Vesting Period, and shall vest immediately, and (ii) the remaining Phantom Stock units shall be forfeited. Solely for purposes of calculating the prorated payment in clause (i) of the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entire month, but in no event for more than thirty-six (36) months. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Phantom Stock units and tandem Dividend Equivalents to which the Grantee has the right to payment hereunder shall become 100% vested to the extent not yet vested as provided for in Section 2 above, if, following the occurrence of a Change in Control and before the second anniversary of such occurrence, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company (or its successor) of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(e) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company (or its

successor) may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company (or its successor) has cured the condition within the time frame set forth in this Section 2(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(e).

Section 3. *Definition of "Cause*." For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

Section 4. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 5. *Forfeiture/Expiration*. Any Phantom Stock unit subject to this Award shall be forfeited upon notice of the termination of Grantee's continuous employment with the Company and its Subsidiaries, whether such notice is given by the Grantee or by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested, deferred or forfeited, shall expire immediately before the third anniversary of the Date of Grant. Any Dividend Equivalent subject to this Award shall expire at the time the unit of Phantom Stock with respect to which the Dividend Equivalent is in tandem (i) is vested and paid, or, to the extent permitted by the laws of the applicable jurisdiction, deferred, (ii) is forfeited, or (iii) expires. The additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 6. *Dividend Equivalent Payments*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Phantom Stock unit that is vested and paid shall be paid in a single lump sum cash payment as soon as practicable following the vesting and payment of the Phantom Stock unit, and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Phantom Stock unit is deferred by the Grantee as provided in Section 7, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 6 shall be made not later than thirty (30) days after payment hereunder of the related tandem Phantom Stock units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Phantom Stock unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive payment of Phantom Stock units under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes. Notwithstanding any other provision hereof, to the extent necessary for this Agreement not to be construed as a salary deferral arrangement under Canadian law, in no event will any Dividend Equivalent to which the Grantee may be entitled vest, or will the right to receive a payment in respect of any Dividend Equivalent arise, after December 30 of the calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee, and in the event this would, apart from this provision, occur, notwithstanding any other provision hereof, the applicable Dividend Equivalent will vest and the Grantee will be entitled to receive payment of such Dividend Equivalent on December 30 (or the first date prior thereto that is not a Saturday, Sunday or holiday) in the first calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee.

Section 7. *Payment of Phantom Stock Units*. Payment of Phantom Stock units subject to this Award shall be made to the Grantee in a single lump sum payment as soon as practicable following the time such units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by Grantee in accordance with such procedures as the Committee, or its delegatee, may prescribe consistent with the requirements of Code Section 409A or any Canadian law equivalent, as applicable. Any deferral of Phantom Stock units by the Grantee hereunder shall apply to both the shares of Common Stock and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of one (1) share of Common Stock for each full vested unit of Phantom Stock and any fractional vested unit of Phantom Stock shall not be payable unless and until subsequent vesting results in a full unit of Phantom Stock becoming vested. Notwithstanding the foregoing, the number of shares of Common Stock that would otherwise be paid (valued at Fair Market Value on the date the respective unit of Phantom

Stock became vested, or if later, payable) shall be reduced by the Committee, or its delegatee, in its sole discretion, to fully satisfy any tax required to be withheld, unless the Company, or employing Subsidiary, as applicable, and the Grantee agree that such tax obligations will instead be satisfied by Grantee timely tendering to the Company, or employing Subsidiary, as applicable, sufficient cash to satisfy such obligations and the Grantee does timely tender such cash. In the event that payment, after any such reduction in the number of shares of Common Stock to satisfy withholding for tax requirements, would be less than ten (10) shares of Common Stock, then, if so determined by the Committee, or its delegatee, in its sole discretion, payment, instead of being made in shares of Common Stock, shall be made in a cash amount equal in value to the shares of Common Stock that would otherwise be paid, valued at Fair Market Value on the date the respective Phantom Stock units became vested, or if later, payable.

Section 8. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 9. *Nonalienation*. The Phantom Stock units and Dividend Equivalents subject to this Award are not assignable or transferable by the Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Phantom Stock unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Phantom Stock unit or Dividend Equivalent, or upon such right or privilege, such Phantom Stock unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 10. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 11. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 12. *Code Section 409A*. Notwithstanding any provision of this Agreement to the contrary, for the purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified

employee," any such payment that the Grantee would otherwise be entitled to receive during the first six (6) months following Grantee's termination of employment from the Company, including Subsidiaries, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, including Subsidiaries, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 13. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect a Phantom Stock Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 14. *Grantee Confidentiality Obligations*. In accepting this Phantom Stock Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

Section 15. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 3 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 16. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 17. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 18. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 19. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 18, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 19 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Phantom Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

ATTEST: SPECTRA ENERGY CORP:

By: _____ By: _____

Corporate Secretary Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Phantom Stock Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 2(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 2(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 2(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 5 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 5 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

SPECTRA ENERGY CORP
2007 LONG-TERM INCENTIVE PLAN
(as amended and restated)

1. PURPOSE OF THE PLAN

The purpose of the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan is to promote the interests of the Corporation and its shareholders by strengthening the Corporation's ability to attract, motivate and retain key employees and directors of the Corporation upon whose judgment, initiative and efforts the financial success and growth of the business of the Corporation largely depend, and to provide an additional incentive for key employees and directors through stock ownership and other rights that promote and recognize the financial success and growth of the Corporation. The Plan was initially adopted and became effective immediately before the consummation of the separation transaction pursuant to which the Corporation became a separate publicly-held corporation for the first time, and was subsequently amended effective January 1, 2008, December 31, 2008, January 1, 2009, April 19, 2011 and June 20, 2014.

2. DEFINITIONS

Wherever the following capitalized terms are used in this Plan they shall have the meanings specified below:

(a) "Award" means an award of an Option, Restricted Stock, Stock Appreciation Right, Performance Award, Phantom Stock, Stock Bonus, Other Stock-Based Award, or Dividend Equivalent granted under the Plan.

(b) "Award Agreement" means an agreement entered into between the Corporation and a Participant setting forth the terms and conditions of an Award granted to a Participant.

(c) "Board" means the Board of Directors of the Corporation.

(d) "Change in Control" shall have the meaning specified in Section 13 hereof.

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Committee" means the Compensation Committee of the Board, or such other committee or subcommittee of the Board or group of individuals appointed by the Board to administer the Plan from time to time.

(g) "Common Stock" means the common stock of the Corporation, or any security into which such Common Stock may be changed by reason of any transaction or event of the type described in Section 3.2.

(h) "Corporation" means Spectra Energy Corp, a Delaware corporation.

(i) "Deferred Compensation Plan" means any plan, agreement or arrangement maintained by the Corporation or a Subsidiary of the Corporation from time to time that provides opportunities for deferral of compensation.

(j) "Date of Grant" means the date on which an Award under the Plan is made by the Committee (which date shall not be earlier than the date on which the Committee takes action with respect thereto), or such later date as the Committee may specify that the Award becomes effective.

(k) "Dividend Equivalent" means an Award under Section 12 hereof entitling the Participant to receive payments with respect to dividends declared on the Common Stock.

(l) "Effective Date" means the Effective Date of this amended and restated Plan, as defined in Section 16.1 hereof.

(m) “Eligible Person” means any person who is an Employee, an Independent Contractor or an Independent Director.

(n) “Employee” means any person who is a key employee of the Corporation or any Subsidiary or who has agreed to serve in such capacity within 90 days after the Date of Grant; provided, however, that with respect to Incentive Stock Options, “Employee” means any person who is considered an employee of the Corporation or any Subsidiary for purposes of Treasury Regulation Section 1.421-1(h).

(o) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(p) “Fair Market Value” of a share of Common Stock as of a given date means the closing sales price of the Common Stock on the New York Stock Exchange as reflected on the composite index on the date as of which Fair Market Value is to be determined or, in the absence of any reported sales of Common Stock on such date, on the first preceding date on which any such sale shall have been reported. If Common Stock is not listed on the New York Stock Exchange on the date as of which Fair Market Value is to be determined, the Committee shall determine in good faith the Fair Market Value in whatever manner it considers appropriate (but in any event such amount shall not be less than fair market value within the meaning of section 409A of the Code, if applicable).

(q) “Incentive Stock Option” means an option to purchase Common Stock that is intended to qualify as an incentive stock option under section 422 of the Code and the Treasury Regulations thereunder.

(r) “Independent Contractor” means a person who provides services to the Corporation or any Subsidiary, other than as an Employee or Independent Director.

(s) “Independent Director” means a member of the Board who is not an employee of the Corporation or any Subsidiary.

(t) “Nonqualified Stock Option” means an option to purchase Common Stock that is not an Incentive Stock Option.

(u) “Option” means an Incentive Stock Option or a Nonqualified Stock Option granted under Section 6 hereof.

(v) “Other Stock-Based Award” means an Award granted to a Participant under Section 11.

(w) “Participant” means any Eligible Person who holds an outstanding Award under the Plan.

(x) “Performance Award” means an Award made under Section 9 hereof entitling a Participant to a payment based on the Fair Market Value of Common Stock (a “Performance Share”) or based on specified dollar units (a “Performance Unit”) at the end of a performance period if certain conditions established by the Committee are satisfied.

(y) “Phantom Stock” means an Award under Section 10 hereof entitling a Participant to a payment at the end of a vesting period of a unit value based on the Fair Market Value of a share of Common Stock.

(z) “Plan” means this 2007 Long-Term Incentive Plan as amended and restated and set forth herein, and as it may be further amended from time to time.

(aa) “Restricted Stock” means an Award under Section 8 hereof entitling a Participant to shares of Common Stock that are nontransferable and subject to forfeiture until specific conditions established by the Committee are satisfied.

(bb) “Section 162(m)” means section 162(m) of the Code and the Treasury Regulations thereunder.

(cc) “Section 162(m) Participant” means (1) except as otherwise determined by the Committee, each Participant who is an “officer” within the meaning of Rule 16a-1(f) of the Exchange Act, and (2) any Participant who, in the sole judgment of the Committee, could be treated as a “covered employee” under Section 162(m) at the time income may be recognized by such Participant in connection with an Award that is intended to qualify for exemption under Section 162(m).

(dd) “Separation From Service” means a Participants’ separation from service within the meaning of section 409A of the Code.

(ee) “Specified Employee” means a Participant who is a “specified employee” (as defined in Code Section 409A(2)(B)(i)) of the Corporation (or an entity which is considered to be a single employer with the Corporation under Code Section 414(b) or 414(c)), as determined under Code Section 409A at any time during the twelve (12) month period ending on December 31, but only if the Corporation has any stock that is publicly traded on an established securities market or otherwise. Notwithstanding the foregoing, a Participant will be deemed to be a Specified Employee for the period of April 1 through March 31 following such December 31, except as otherwise required under Code Section 409A.

(ff) “Stock Appreciation Right” or “SAR” means an Award under Section 7 hereof entitling a Participant to receive an amount, representing the difference between the base price per share of the right and the Fair Market Value of a share of Common Stock on the date of exercise.

(gg) “Stock Bonus” means an Award under Section 11 hereof entitling a Participant to receive an unrestricted share of Common Stock.

(hh) “Subsidiary” means an entity that is wholly owned, directly or indirectly, by the Corporation, or any other affiliate of the Corporation that is so designated, from time to time, by the Committee, provided, however, that with respect to Incentive Stock Options, the term “Subsidiary” shall not include any entity that does not qualify within the meaning of section 424(f) of the Code as a “subsidiary corporation” with respect to the Corporation.

3. SHARES OF COMMON STOCK SUBJECT TO THE PLAN

3.1. Number of Shares. Subject to the following provisions of this Section 3, the aggregate number of shares of Common Stock that may be issued pursuant to all Awards under the Plan is 52,500,000 shares of Common Stock. Shares of Common Stock that are issued in connection with Awards granted on and after April 19, 2011 will be counted against the 52,500,000 share limit described above as one share of Common Stock for every one share of Common Stock that is issued in connection with all Awards. No more than 20,000,000 shares of Common Stock may be issued pursuant to Incentive Stock Options. The shares of Common Stock to be delivered under the Plan will be made available from authorized but unissued shares of Common Stock or treasury stock.

Shares covered by an Award shall only be counted as used to the extent they are actually issued. Any Shares related to Awards that terminate by expiration, forfeiture, cancellation or otherwise without the issuance of such Shares, are settled in cash in lieu of Shares, or are exchanged with the Committee’s permission, prior to the issuance of Shares, for Awards not involving Shares, shall be available again for grant under the Plan. With respect to Awards that are settled on or after April 19, 2011, including without limitation Awards that were granted prior to and remained outstanding as of such date, if the exercise price of an Option or the tax withholding requirements with respect to any Award granted under the Plan are satisfied through the withholding by the Corporation of Shares otherwise then deliverable in respect of such Award or actual or constructive transfer to the Corporation of Shares already owned, a number of Shares equal to such withheld or transferred Shares will again be available for issuance or transfer under the Plan, or if an SAR is exercised, only the number of Shares issued, net of the Shares tendered, if any, will be deemed delivered for purposes of determining the maximum number of Shares available for delivery under the Plan.

To the extent permitted by applicable law or any exchange rule, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form of combination by the Corporation or any affiliate shall not be counted against Shares available for grant pursuant to the Plan.

3.2. Adjustments. If there shall occur any merger, consolidation, liquidation, issuance of rights or warrants to purchase securities, recapitalization, reclassification, stock dividend, spin-off, split-off, stock split, reverse stock split or other distribution with respect to the shares of Common Stock, or any similar corporate transaction or event in respect of the Common Stock, then the Committee shall, in the manner and to the extent that it deems appropriate and equitable to the Participants and consistent with the terms of this Plan, cause a proportionate adjustment to be made in (i) the maximum numbers and kind of shares provided in Section 3.1 hereof, (ii) the maximum numbers and kind of shares set forth in Sections 6.1, 7.1, 8.2 and 9.4 hereof, (iii) the number and kind of shares of Common Stock, share units, or other rights subject to the then-outstanding Awards, (iv) the price for each share or unit or other right subject to then outstanding Awards without change in the aggregate purchase price or value as to which such Awards remain exercisable or subject to restrictions, (v) the performance targets or goals appropriate to any outstanding Performance Awards (subject to such limitations as appropriate for Awards intended to qualify for exemption under Section 162(m)) or (vi) any other terms of an Award that are affected by the event. Moreover, in the event of any such transaction or event, the Committee, in its discretion, may provide in substitution for any or all outstanding awards under the Plan such alternative consideration (including cash) as it, in good faith, may determine to be equitable under the circumstances and may require in connection therewith the surrender of all awards so replaced. Notwithstanding the foregoing, any such adjustments shall be made in a manner consistent with the requirements of section 409A of the Code.

4. ADMINISTRATION OF THE PLAN

4.1. Committee Members. Except as provided in Section 4.4 hereof, the Plan will be administered by the Committee, which unless otherwise determined by the Board will consist solely of two or more persons who satisfy the requirements for a “nonemployee director” under Rule 16b-3 promulgated under the Exchange Act and/or the requirements for an “outside director” under Section 162(m). The Committee may exercise such powers and authority as may be necessary or

appropriate for the Committee to carry out its functions as described in the Plan. No member of the Committee will be liable for any action, omission or determination made by the Committee with respect to the Plan or any Award under it, and the Corporation shall indemnify and hold harmless each member of the Committee and each other director or employee of the Corporation or a Subsidiary to whom any duty or power relating to the administration or interpretation of the Plan has been delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any action, omission or determination relating to the Plan or any Award under it unless, in either case, such action, omission or determination was taken or made by such member, director or employee in bad faith and without reasonable belief that it was in the best interests of the Corporation.

4.2. Discretionary Authority. Subject to the express limitations of the Plan, the Committee has authority in its discretion to determine the Eligible Persons to whom, and the time or times at which, Awards may be granted, the number of shares, units or other rights subject to each Award, the exercise, base or purchase price of an Award (if any), the time or times at which an Award will become vested, exercisable or payable, the performance criteria, performance goals and other conditions of an Award, and the duration of the Award. The Committee also has discretionary authority to interpret the Plan, to make all factual determinations under the Plan, and to determine the terms and provisions of the respective Award Agreements and to make all other determinations necessary or advisable for Plan administration. The Committee has authority to prescribe, amend, and rescind rules and regulations relating to the Plan. All interpretations, determinations, and actions by the Committee will be final, conclusive, and binding upon all parties.

4.3. Changes to Awards. The Committee shall have the authority to effect, at any time and from time to time, with the consent of the affected Participants, (i) the cancellation of any or all outstanding Awards and the grant in substitution therefor of new Awards covering the same or different numbers of shares of Common Stock and having an exercise or base price which may be the same as or different than the exercise or base price of the canceled Awards or (ii) the amendment of the terms of any and all outstanding Awards; provided, however, that the Committee shall not have the authority to reduce the exercise or base price of an Award by amendment or cancellation and substitution of an existing Award or to make a cash payment with respect to an outstanding Option or SAR that has an exercise or base price higher than the then Fair Market Value of a share of Common Stock without the approval of the Corporation's shareholders. The Committee may in its discretion accelerate the vesting or exercisability of an Award at any time or on the basis of any specified event.

4.4. Delegation of Authority. The Committee shall have the right, from time to time, to delegate to one or more officers or directors of the Corporation the authority of the Committee to grant and determine the terms and conditions of Awards under the Plan, subject to such limitations as the Committee shall determine; provided, however, that no such authority may be delegated with respect to Awards made to any member of the Board or any Section 162(m) Participant or to the extent the exercise of any such authority would be inconsistent with the applicable provisions of the Delaware General Corporation Law.

4.5. Awards to Independent Directors. An Award to an Independent Director under the Plan shall be approved by the Board. With respect to Awards to Independent Directors, all rights, powers and authorities vested in the Committee under the Plan shall instead be exercised by the Board, and all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to the Board for such purpose.

5. ELIGIBILITY AND AWARDS

All Eligible Persons are eligible to be designated by the Committee to receive an Award under the Plan. The Committee has authority, in its sole discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted and the number of shares or units subject to the Awards that are granted under the Plan. Each Award will be evidenced by an Award Agreement as described in Section 14 hereof between the Corporation and the Participant that shall include the terms and conditions consistent with the Plan as the Committee may determine.

6. STOCK OPTIONS

6.1. Grant of Option. An Option may be granted to any Eligible Person selected by the Committee; provided, however, that only Employees shall be eligible for Awards of Incentive Stock Options. Each Option shall be designated, at the discretion of the Committee, as an Incentive Stock Option or a Nonqualified Stock Option. The maximum number of shares of Common Stock that may be granted under Options to any one Participant during any one calendar year shall be limited to 3,750,000 shares (subject to adjustment as provided in Section 3.2 hereof).

6.2. Exercise Price. The exercise price of the Option shall be determined by the Committee; provided, however, that the exercise price per share of an Option shall not be less than 100 percent of the Fair Market Value per share of the Common Stock on the Date of Grant.

6.3. Vesting; Term of Option. The Committee, in its sole discretion, shall prescribe in the Award Agreement the time or times at which, or the conditions upon which, an Option or portion thereof shall become vested and exercisable, and may accelerate the exercisability of any Option at any time. An Option may become vested and exercisable upon a Participant's retirement, death, disability, Change in Control or other event, to the extent provided in an Award Agreement. The period during which a vested Option may be exercised shall be ten years from the Date of Grant, unless a shorter exercise period is specified by the Committee in an Award Agreement, and subject to such limitations as may apply under an Award Agreement relating to the termination of a Participant's employment or other service with the Corporation or any Subsidiary.

6.4. Option Exercise; Withholding. Subject to such terms and conditions as shall be specified in an Award Agreement, an Option may be exercised in whole or in part at any time during the term thereof by notice to the Corporation together with payment of the aggregate exercise price therefor. Payment of the exercise price shall be made (i) in cash or by cash equivalent, (ii) at the discretion of the Committee, in shares of Common Stock acceptable to the Committee, valued at the Fair Market Value of such shares on the date of exercise, (iii) at the discretion of the Committee, by a delivery of a notice that the Participant has placed a market sell order (or similar instruction) with a broker with respect to shares of Common Stock then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Corporation in satisfaction of the Option exercise price (conditioned upon the payment of such net proceeds), (iv) at the discretion of the Committee, by withholding from delivery shares of Common Stock for which the Option is otherwise exercised, (v) at the discretion of the Committee, by a combination of the methods described above or (vi) by such other method as may be approved by the Committee and set forth in the Award Agreement. In addition to and at the time of payment of the exercise price, the Participant shall pay to the Corporation the full amount of any and all applicable income tax and employment tax amounts required to be withheld in connection with such exercise, payable under one or more of the methods described above for the payment of the exercise price of the Options or as otherwise may be approved by the Committee.

6.5. Limited Transferability. Solely to the extent permitted by the Committee in an Award Agreement and subject to such terms and conditions as the Committee shall specify, a Nonqualified Stock Option (but not an Incentive Stock Option) may be transferred to members of the Participant's immediate family (as determined by the Committee) or to trusts, partnerships or corporations whose beneficiaries, members or owners are members of the Participant's immediate family, and/or to such other persons or entities as may be approved by the Committee in advance and set forth in an Award Agreement, in each case subject to the condition that the Committee be satisfied that such transfer is being made for estate or tax planning purposes or for gratuitous or donative purposes, without consideration (other than nominal consideration) being received therefor. Except to the extent permitted by the Committee in accordance with the foregoing, an Option shall be nontransferable otherwise than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

6.6. Additional Rules for Incentive Stock Options.

(a) Annual Limits. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate fair market value (determined as of the Date of Grant) of the stock with respect to which Incentive Stock Options are exercisable for the first time in any calendar year under the Plan, and any other stock option plans of the Corporation, any Subsidiary or any parent corporation, would exceed $100,000 (or such other amount provided under section 422(d) of the Code), determined in accordance with section 422(d) of the Code and Treasury Regulations thereunder. This limitation shall be applied by taking options into account in the order in which granted.

(b) Termination of Employment. An Award Agreement for an Incentive Stock Option may provide that such Option may be exercised not later than 3 months following termination of employment of the Participant with the Corporation and all Subsidiaries, subject to special rules relating to death and disability, as and to the extent determined by the Committee to be appropriate with regard to the requirements of section 422 of the Code and Treasury Regulations thereunder.

(c) Other Terms and Conditions; Nontransferability. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of this Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under section 422 of the Code and Treasury Regulations thereunder. Such terms shall include, if applicable, limitations on Incentive Stock Options granted to ten-percent owners of the Corporation. An Award Agreement for an Incentive Stock Option may provide that such Option shall be treated as a Nonqualified Stock Option to the extent that certain requirements applicable to "incentive stock options" under the Code shall not be satisfied. An Incentive Stock Option shall by its terms be nontransferable other

than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

(d) Disqualifying Dispositions. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within two years following the Date of Grant or one year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Corporation in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Committee may reasonably require.

7. STOCK APPRECIATION RIGHTS

7.1. Grant of SARs. A Stock Appreciation Right granted to a Participant is an Award in the form of a right to receive, upon surrender of the right, but without other payment, an amount based on appreciation in the Fair Market Value of the Common Stock over a base price established for the Award, exercisable at such time or times and upon conditions as may be approved by the Committee. The maximum number of shares of Common Stock that may be subject to SARs granted to any one Participant during any one calendar year shall be limited to 3,750,000 shares (subject to adjustment as provided in Section 3.2 hereof).

7.2. Tandem SARs. A Stock Appreciation Right may be granted in connection with an Option, either at the time of grant or at any time thereafter during the term of the Option. An SAR granted in connection with an Option will entitle the holder, upon exercise, to surrender such Option or any portion thereof to the extent unexercised, with respect to the number of shares as to which such SAR is exercised, and to receive payment of an amount computed as described in Section 7.4 hereof. Such Option will, to the extent and when surrendered, cease to be exercisable. An SAR granted in connection with an Option hereunder will have a base price per share equal to the per share exercise price of the Option, will be exercisable at such time or times, and only to the extent, that a related Option is exercisable, and will expire no later than the related Option expires.

7.3. Freestanding SARs. A Stock Appreciation Right may be granted without relationship to an Option and, in such case, will be exercisable as determined by the Committee, but in no event after 10 years from the Date of Grant. The base price of an SAR granted without relationship to an Option shall be determined by the Committee in its sole discretion; provided, however, that the base price per share of a freestanding SAR shall not be less than 100 percent of the Fair Market Value of the Common Stock on the Date of Grant.

7.4. Payment of SARs. An SAR will entitle the holder, upon exercise of the SAR, to receive payment of an amount determined by multiplying: (i) the excess of the Fair Market Value of a share of Common Stock on the date of exercise of the SAR over the base price of such SAR, by (ii) the number of shares as to which such SAR will have been exercised. Payment of the amount determined under the previous sentence may be made, in the discretion of the Committee as set forth in the Award Agreement, in a lump sum (i) in cash, (ii) in shares of Common Stock valued at their Fair Market Value on the date of exercise, or (iii) in a combination of cash and shares of Common Stock, and paid not later than sixty (60) days following the date of exercise of the SAR.

8. RESTRICTED STOCK

8.1. Grants of Restricted Stock. An Award of Restricted Stock to a Participant represents shares of Common Stock that are issued subject to such restrictions on transfer and other incidents of ownership and such forfeiture conditions as the Committee may determine. The Committee may, in connection with an Award of Restricted Stock, require the payment of a specified purchase price. The Committee may grant Awards of Restricted Stock that are intended to qualify for exemption under Section 162(m), as well as Awards of Restricted Stock that are not intended to so qualify.

8.2. Vesting Requirements. The restrictions imposed on an Award of Restricted Stock shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. Such vesting requirements may be based on the continued employment or service of the Participant with the Corporation or its Subsidiaries for a specified time period or periods, provided that any such restriction shall not be scheduled to lapse in its entirety earlier than the first anniversary of the Date of Grant. Such vesting requirements may also be based on the attainment of specified business goals or measures established by the Committee in its sole discretion. In the case of any Award of Restricted Stock that is intended to qualify for exemption under Section 162(m), the vesting requirements shall be limited to the performance criteria identified in Section 9.3 below, and the terms of the Award shall otherwise comply with the Section 162(m) requirements described in Section 9.4 hereof. The maximum number of shares of Common Stock that may be subject to an Award of Restricted Stock granted to any one Participant during any one calendar year shall be separately limited to 750,000 shares (subject to adjustment as provided in Section 3.2 hereof).

8.3. Restrictions. Shares of Restricted Stock may not be transferred, assigned or subject to any encumbrance, pledge or charge until all applicable restrictions are removed or expire or unless otherwise allowed by the Committee. The Committee may require the Participant to enter into an escrow agreement providing that the certificates representing Restricted Stock granted or sold pursuant to the Plan will remain in the physical custody of an escrow holder until all restrictions are removed or expire. Failure to satisfy any applicable restrictions shall result in the subject shares of Restricted Stock being forfeited and returned to the Corporation, with any purchase price paid by the Participant to be refunded, unless otherwise provided by the Committee. The Committee may require that certificates representing Restricted Stock granted under the Plan bear a legend making appropriate reference to the restrictions imposed.

8.4. Rights as Shareholder. Subject to the foregoing provisions of this Section 8 and the applicable Award Agreement, the Participant will have all rights of a shareholder with respect to shares of Restricted Stock granted to him, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto, unless the Committee determines otherwise at the time the Restricted Stock is granted, as set forth in the Award Agreement. For the avoidance of doubt, the Committee may provide that any dividends or other distributions to be paid or made with respect to outstanding, unvested shares of Restricted Stock will be subject to vesting or other restrictions as the Committee may determine from time to time.

8.5. Section 83(b) Election. The Committee may provide in an Award Agreement that the Award of Restricted Stock is conditioned upon the Participant refraining from making an election with respect to the Award under section 83(b) of the Code. Irrespective of whether an Award is so conditioned, if a Participant makes an election pursuant to section 83(b) of the Code with respect to an Award of Restricted Stock, the Participant shall be required to promptly file a copy of such election with the Corporation.

9. PERFORMANCE AWARDS

9.1. Grant of Performance Awards. The Committee may grant Performance Awards under the Plan, which shall be represented by units denominated on the Date of Grant either in shares of Common Stock (Performance Shares) or in specified dollar amounts (Performance Units). The Committee may grant Performance Awards that are intended to qualify for exemption under Section 162(m), as well as Performance Awards that are not intended to so qualify. At the time a Performance Award is granted, the Committee shall determine, in its sole discretion, one or more performance periods and performance goals to be achieved during the applicable performance periods, as well as such other restrictions and conditions as the Committee deems appropriate. In the case of Performance Units, the Committee shall also determine a target unit value or a range of unit values for each Award. No performance period shall exceed ten years from the Date of Grant. The performance goals applicable to a Performance Award grant may be subject to such later revisions as the Committee shall deem appropriate to reflect significant unforeseen events such as changes in law, accounting practices or unusual or nonrecurring items or occurrences or to satisfy regulatory requirements. Any such adjustments shall be subject to such limitations as the Committee deems appropriate in the case of a Performance Award granted to a Section 162(m) Participant that is intended to qualify for exemption under Section 162(m).

9.2. Payment of Performance Awards. At the end of the performance period, the Committee shall determine the extent to which performance goals have been attained or a degree of achievement between minimum and maximum levels in order to establish the level of payment to be made, if any, and shall determine if payment is to be made in the form of cash or shares of Common Stock (valued at their Fair Market Value at the time of payment) or a combination of cash and shares of Common Stock. Payment of Performance Awards shall be made not later than sixty (60) days following the end of the performance period, unless the applicable Performance Award provides otherwise.

9.3. Performance Criteria. The performance criteria upon which the payment or vesting of a Performance Award intended to qualify for exemption under Section 162(m) may be based shall be limited to the following business measures, which may be applied with respect to the Corporation, any Subsidiary or any business unit, or, if applicable, any Participant, and which may be measured on an absolute or relative to a peer-group or other market measure basis: total shareholder return; stock price; stock price increase; return on equity; return on capital; return on capital employed; earnings per share; debt/equity; interest coverage; coverage ratios; cash coverage ratio; distribution coverage ratio; dividend coverage ratio; EBIT (earnings before interest and taxes); EBITDA (earnings before interest, taxes, depreciation and amortization); debt to EBITDA; debt to capital; ongoing earnings; cash flow (including distributable cash flow, operating cash flow, free cash flow, discounted cash flow return on investment, and cash flow in excess of costs of capital); EVA (economic value added); economic profit (net operating profit after tax, less a cost of capital charge); SVA (shareholder value added); revenues; net income; operating income; pre-tax profit margin; performance against business plan; customer service; corporate governance quotient or rating; market share; employee satisfaction; safety record; employee engagement; supplier diversity; workforce diversity; operating margins; credit rating; dividend payments or other distributions; expenses; retained earnings; completion of acquisitions, divestitures and corporate restructurings; operation and maintenance expense; environmental, health, safety and/or operational measures; and individual goals based on objective business

criteria underlying the goals listed above and which pertain to individual effort as to achievement of those goals or to one or more business criteria in the areas of litigation, human resources, information services, production, inventory, support services, site development, plant development, building development, facility development, government relations, safety, product market share or management. At the time the Committee determines the terms of the performance target(s), the Committee may also specify any exclusion(s) for charges related to any event(s) or occurrence(s) which the Committee determines should appropriately be excluded, as applicable, for purposes of measuring performance against the applicable performance targets provided that such excluded items are objectively determinable by reference to the Corporation's financial statements, notes to the Corporation's financial statements and/or management's discussion and analysis of financial condition and results of operations, appearing in the Corporation's Annual Report on Form 10-K for the applicable year. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Corporation, or the manner in which it conducts its business, or other events or circumstances, render previously established performance targets unsuitable, the Committee may in its discretion modify such performance targets, in whole or in part, as the Committee deems appropriate and equitable; provided that, unless the Committee determines otherwise, no such action shall be taken if and to the extent it would result in the loss of an otherwise available exemption of the Award under Section 162(m). In the case of Performance Awards that are not intended to qualify for exemption under Section 162(m), the Committee shall designate performance criteria from among the foregoing or such other business criteria as it shall determine in its sole discretion.

9.4. Section 162(m) Requirements. In the case of a Performance Award granted to a Section 162(m) Participant that is intended to comply with the requirements for exemption under Section 162(m), the Committee shall make all determinations necessary to establish a Performance Award within 90 days of the beginning of the performance period (or such other time period required under Section 162(m)), including, without limitation, the designation of the Section 162(m) Participants to whom Performance Awards are made, the performance criteria or criterion applicable to the Award and the performance goals that relate to such criteria, and the dollar amounts or number of shares of Common Stock payable upon achieving the applicable performance goals. As and to the extent required by Section 162(m), the terms of a Performance Award granted to a Section 162(m) Participant must state, in terms of an objective formula or standard, the method of computing the amount of compensation payable to the Section 162(m) Participant, and must preclude discretion to increase the amount of compensation payable that would otherwise be due under the terms of the Award, and, prior to the payment of such compensation, the Committee shall have certified in writing that the applicable performance goal has been satisfied. The maximum amount of compensation that may be payable under Performance Units granted to any one Participant during any one calendar year shall not exceed $9,000,000. The maximum number of Common Stock units that may be subject to a Performance Share Award granted to any one Participant during any one calendar year shall be 900,000 share units (subject to adjustment as provided in Section 3.2 hereof).

10. PHANTOM STOCK

10.1. Grant of Phantom Stock. Phantom Stock is an Award to a Participant of a number of hypothetical share units with respect to shares of Common Stock, with an initial value based on the Fair Market Value of the Common Stock on the Date of Grant. Phantom Stock shall be subject to such restrictions and conditions as the Committee shall determine. On the Date of Grant, the Committee shall determine, in its sole discretion, the installment or other vesting period of the Phantom Stock and the maximum value of the Phantom Stock, if any. No vesting period shall exceed 10 years from the Date of Grant.

10.2. Payment of Phantom Stock. Upon the vesting date or dates applicable to Phantom Stock granted to a Participant, an amount equal to the Fair Market Value of one share of Common Stock upon such vesting dates (subject to any applicable maximum value) shall be paid with respect to such Phantom Stock unit granted to the Participant. Payment may be made, at the discretion of the Committee, in cash or in shares of Common Stock valued at their Fair Market Value on the applicable vesting dates, or in a combination thereof. Payment of Phantom Stock shall be made not later than sixty (60) days following the vesting date, unless the applicable Phantom Stock Award provides otherwise.

11. STOCK BONUS/OTHER STOCK-BASED AWARDS

11.1. Grant of Stock Bonus. An Award of a Stock Bonus to a Participant represents a specified number of shares of Common Stock that are issued without restrictions on transfer or forfeiture conditions. The Committee may, in connection with an Award of a Stock Bonus, require the payment of a specified purchase price.

11.2. Payment of Stock Bonus. In the event that the Committee grants a Stock Bonus, a certificate for (or book entry representing) the shares of Common Stock constituting such Stock Bonus shall be issued in the name of the Participant to whom such grant was made as soon as practicable after the date on which such Stock Bonus is payable, but not later than sixty (60) days following such date.

11.3 Other Stock-Based Awards. The Committee may from time to time grant equity-based or equity-related awards not otherwise described herein in such amounts and on such terms as it shall determine, subject to the terms and conditions set forth in the Plan. Without limiting the generality of the preceding sentence, each such Other Stock-Based Award may (a) involve the transfer of actual shares of Common Stock to Participants, either at the time of grant, thereafter or on a deferred basis, or payment in cash or otherwise of amounts based on the value of shares of Common Stock, (b) but need not involve the payment of a specified purchase price or provision of services by the Participant (including pursuant to another plan, program, policy, agreement or arrangement covering the Participant), (c) be subject to performance-based and/or service-based conditions, (d) be designed to comply with applicable laws of a jurisdiction or jurisdictions other than the United States, and (e) be designed to qualify as "performance-based compensation" within the meaning of Section 162(m).

12. DIVIDEND EQUIVALENTS

12.1. Grant of Dividend Equivalents. A Dividend Equivalent granted to a Participant is an Award in the form of a right to receive cash payments determined by reference to dividends declared on the Common Stock from time to time during the term of the Award, which shall not exceed 10 years from the Date of Grant. Dividend Equivalents may be granted on a stand-alone basis or in tandem with other Awards. Dividend Equivalents granted on a tandem basis shall expire at the time the underlying Award is exercised or otherwise becomes payable to the Participant, or expires or is forfeited.

12.2. Payment of Dividend Equivalents. Dividend Equivalent Awards shall be payable in cash or in shares of Common Stock, valued at their Fair Market Value on either the date the related dividends are declared or the Dividend Equivalents are paid to a Participant, as determined by the Committee. Dividend Equivalents shall be payable to a Participant as soon as practicable following the date dividends are declared and paid with respect to Common Stock, but not later than sixty (60) days following such date, or at such later date as the Committee shall specify in the Award Agreement. Dividend Equivalents granted with respect to Options shall be payable, in accordance with the terms and in compliance with section 409A of the Code, regardless of whether the Option is exercised.

13. CHANGE IN CONTROL

13.1. Effect of Change in Control. The Committee may, in an Award Agreement or at any time thereafter, provide for the effect of a Change in Control on an Award. Such provisions may include any one or more of the following, which need not be uniform and may vary among Participants and Awards: (i) the acceleration or extension of time periods for purposes of exercising, vesting in, or realizing gain from any Award, (ii) the waiver or modification of performance or other conditions related to the payment or other rights under an Award; (iii) provision for the cash settlement of an Award for an equivalent cash value, as determined by the Committee, (iv) the assumption of any such Award by an acquirer or successor or (v) such other modification or adjustment to an Award as the Committee deems appropriate to maintain and protect the rights and interests of Participants upon or following a Change in Control.

13.2. Definition of Change in Control. Except as otherwise provided by the Committee in an Award Agreement, for purposes hereof, a "Change in Control" means:

(1) Any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (A) the then-outstanding shares of common stock of the Corporation (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Corporation entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); *provided*, *however*, that, for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Corporation, (ii) any acquisition by the Corporation, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any company controlled by, controlling or under common control with the Corporation or (iv) any acquisition pursuant to a transaction that complies with Sections (3)(A), (3)(B) and (3)(C) of this definition;

(2) Individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Corporation's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(3) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Corporation or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Corporation, or the acquisition of assets or securities of another entity by the Corporation or any of its subsidiaries (each, a "Business Combination"), in each case unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Corporation or all or substantially all of the Corporation's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any parent or other entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Corporation or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(4) Approval by the shareholders of the Corporation of a complete liquidation or dissolution of the Corporation;

Notwithstanding anything in the foregoing to the contrary, with respect to an Award (i) that is subject to Code Section 409A and (ii) for which a Change in Control would accelerate the timing of payment thereunder, the term "Change in Control" shall mean a change in the ownership or effective control of the Corporation, or in the ownership of a substantial portion of the assets of the Corporation, as defined in Code Section 409A and authoritative guidance thereunder, but only to the extent inconsistent with the above definition and as necessary to comply with Code Section 409A as determined by the Committee.

14. AWARD AGREEMENTS

14.1. Form of Agreement. Each Award under this Plan shall be evidenced by an Award Agreement in a form approved by the Committee setting forth the number of shares of Common Stock, units or other rights (as applicable) subject to the Award, the exercise, base or purchase price (if any) of the Award, the time or times at which an Award will become vested, exercisable or payable, the duration of the Award and, in the case of Performance Awards, the applicable performance criteria and goals. The Award Agreement shall also set forth other material terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of this Plan. Award Agreements evidencing Awards intended to qualify for exemption under Section 162(m) shall contain such terms and conditions as may be necessary to meet the applicable requirements of Section 162(m). Award Agreements evidencing Incentive Stock Options shall contain such terms and conditions as may be necessary to meet the applicable provisions of section 422 of the Code.

14.2. Termination of Service. The Award Agreements may include provisions describing the treatment of an Award in the event of the retirement, disability, death or Separation From Service, such as provisions relating to the vesting, exercisability, acceleration, forfeiture or cancellation of the Award in these circumstances, including any such provisions as may be appropriate for Incentive Stock Options as described in Section 6.6(b) hereof.

14.3. Forfeiture Events. The Committee may specify in an Award Agreement that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, Separation From Service for cause, violation of material Corporation or Subsidiary policies, breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Corporation or any Subsidiary.

14.4. Contract Rights; Amendment. Any obligation of the Corporation to any Participant with respect to an Award shall be based solely upon contractual obligations created by an Award Agreement. No Award shall be enforceable until the Award Agreement has been signed on behalf of the Corporation (electronically or otherwise) by its authorized representative and acknowledged by the Participant (electronically or otherwise) and returned to the Corporation. By executing the Award Agreement, a Participant shall be deemed to have accepted and consented to the terms of this Plan and any action taken

in good faith under this Plan by and within the discretion of the Committee, the Board or their delegates. Award Agreements covering outstanding Awards may be amended or modified by the Committee in any manner that may be permitted for the grant of Awards under the Plan, subject to the consent of the Participant to the extent provided in the Award Agreement. In accordance with such procedures as the Corporation may prescribe, a Participant may sign or otherwise execute an Award Agreement and may consent to amendments of modifications of Award Agreements covering outstanding Awards by electronic means.

15. GENERAL PROVISIONS

15.1. No Assignment or Transfer; Beneficiaries. Except as provided in Section 6.5 hereof, Awards under the Plan shall not be assignable or transferable, except by will or by the laws of descent and distribution, and during the lifetime of a Participant the Award shall be exercised only by such Participant or by his guardian or legal representative. Notwithstanding the foregoing, the Committee may provide in the terms of an Award Agreement that the Participant shall have the right to designate a beneficiary or beneficiaries who shall be entitled to any rights, payments or other specified benefits under an Award following the Participant's death.

15.2. Deferrals of Payment. At the discretion of the Committee, a Participant may elect in writing to defer, under a Deferred Compensation Plan, the receipt of payment of cash or delivery of shares of Common Stock that would otherwise be due to the Participant by virtue of the exercise of a right or the satisfaction of vesting or other conditions with respect to an Award; provided, however, that any such deferral must be made in accordance with the terms of the applicable Deferred Compensation Plan, including any such terms relating to the timing of such deferral and payment of any amounts related thereto. This Section 15.2 shall not apply to an Option or a Stock Appreciation Right issued under the Plan.

15.3. Rights as Shareholder. A Participant shall have no rights as a holder of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of those securities. Except as provided in Section 3.2 or Section 8.4 hereof, no adjustment or other provision shall be made for dividends or other shareholder rights, except to the extent that the Award Agreement provides for Dividend Equivalents, dividend payments or similar economic benefits.

15.4. Employment or Service. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Eligible Person the right to continue in the capacity in which he is employed by or otherwise serves the Corporation or any Subsidiary.

15.5. Securities Laws. No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any stock exchanges upon which the Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares pursuant to the grant or exercise of an Award, the Corporation may require the Participant to take any reasonable action to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act of 1933, as amended, under the requirements of any stock exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares.

15.6. Tax Withholding. The Participant shall be responsible for payment of any taxes or similar charges required by law to be withheld from an Award or an amount paid in satisfaction of an Award, which shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. The Award Agreement shall specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award, provided that, if shares of Common Stock are withheld from delivery upon exercise of an Option or a Stock Appreciation Right, the Fair Market Value of the shares withheld shall not exceed, as of the time the withholding occurs, the minimum amount of tax for which withholding is required.

15.7. Unfunded Plan. The adoption of this Plan and any setting aside of cash amounts or shares of Common Stock by the Corporation with which to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. The benefits provided under this Plan shall be a general, unsecured obligation of the Corporation payable solely from the general assets of the Corporation, and neither a Participant nor the Participant's permitted transferees or estate shall have any interest in any assets of the Corporation by virtue of this Plan, except as a general unsecured creditor of the Corporation. Notwithstanding the foregoing, the Corporation shall have the right to implement or set aside funds in a grantor trust subject to the claims of the Corporation's creditors to discharge its obligations under the Plan.

15.8. Other Compensation and Benefit Plans. The adoption of the Plan shall not affect any other stock incentive or other compensation plans in effect for the Corporation or any Subsidiary, nor shall the Plan preclude the Corporation from establishing any other forms of stock incentive or other compensation for employees of the Corporation or any Subsidiary.

The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute compensation with respect to which any other employee benefits of such Participant are determined, including, without limitation, benefits under any bonus, pension, profit sharing, life insurance or salary continuation plan, except as otherwise specifically provided by the terms of such plan.

15.9. Plan Binding on Successors. The Plan shall be binding upon the Corporation, its successors and assigns, and the Participant, his executor, administrator and permitted transferees and beneficiaries.

15.10. Construction and Interpretation. Whenever used herein, nouns in the singular shall include the plural, and the masculine pronoun shall include the feminine gender. Headings of Articles and Sections hereof are inserted for convenience and reference and constitute no part of the Plan.

15.11. Severability. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

15.12. Governing Law. The validity and construction of this Plan and of the Award Agreements shall be governed by the laws of the State of Delaware.

15.13. Non-U.S. Employees. In order to facilitate the making of any grant or combination of grants under this Plan, the Committee may provide for such special terms for awards to Participants who are foreign nationals, who are employed by the Corporation or any Subsidiary outside of the United States of America or who provide services to the Corporation under an agreement with a foreign nation or agency, as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose, and the Secretary or other appropriate officer of the Corporation may certify any such document as having been approved and adopted in the same manner as this Plan. No such special terms, supplements, amendments or restatements shall include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Corporation.

15.14. Compliance with Section 409A of the Code. This Plan is intended to comply and shall be administered in a manner that is intended to comply with section 409A of the Code and shall be construed and interpreted in accordance with such intent. To the extent that an Award, issuance and/or payment is subject to section 409A of the Code, it shall be awarded and/or issued or paid in a manner that will comply with section 409A of the Code, including proposed, temporary or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. To the extent any terms of the Plan or Award Agreements are ambiguous, such terms shall be interpreted as necessary to comply with section 409A of the Code.

15.15. Six Month Delay. Notwithstanding any provision in this Plan to the contrary, if the payment of any benefit herein would be subject to additional taxes and interest under Code Section 409A because the timing of such payment is not delayed as required under Section 409A for a Specified Employee, then any such payment that the Participant would otherwise be entitled to receive during the first six months following the date of Participant's Separation From Service shall be accumulated and paid within fifteen (15) business days after the date that is six months following the date of the Participant's Separation From Service, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such additional taxes and interest.

15.16. Clawback. Notwithstanding anything in the Plan to the contrary, the Corporation will be entitled to the extent permitted or required by applicable law or Company policy as in effect from time to time to recoup compensation of whatever kind paid by the Corporation or any of its affiliates at any time to a Participant under this Plan.

16. EFFECTIVE DATE, TERMINATION AND AMENDMENT

16.1. Effective Date. The Effective Date of the amended and restated Plan shall be the date of approval by the Corporation's shareholders.

16.2. Termination. The Plan shall terminate on the date immediately preceding the tenth anniversary of the Effective Date. The Board may, in its sole discretion and at any earlier date, terminate the Plan. Notwithstanding the foregoing, no termination of the Plan shall in any manner affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award.

16.3. Amendment. The Board may at any time and from time to time and in any respect, amend or modify the Plan; provided, however, that no amendment or modification of the Plan shall be effective without the consent of the Corporation's shareholders that would (i) change the class of Eligible Persons under the Plan, (ii) increase the number of

shares of Common Stock reserved for issuance under the Plan or for certain types of Awards under Section 3.1 hereof, or (iii) allow the grant of SARs or Options at an exercise price below Fair Market Value, or allow the repricing of SARs or Options without shareholder approval. In addition, the Board may seek the approval of any amendment or modification by the Corporation's shareholders to the extent it deems necessary or advisable in its sole discretion for purposes of compliance with Section 162(m) or section 422 of the Code, the listing requirements of the New York Stock Exchange or for any other purpose. No amendment or modification of the Plan shall materially adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award.

IN WITNESS OF its amendment and restatement by the Board on February 16, 2016, this Plan is executed on behalf of the Corporation this 11th day of March, 2016.

SPECTRA ENERGY CORP

By: _____
Chief Administrative Officer

SPECTRA ENERGY CORP
EXECUTIVE SHORT-TERM INCENTIVE PLAN
(as amended and restated)

ARTICLE I — GENERAL

SECTION 1.1 *Purpose.* The purpose of the amended and restated Spectra Energy Corp Executive Short-Term Incentive Plan, (the "Plan") is to benefit and advance the interests of Spectra Energy Corp, a Delaware corporation (the "Corporation" or the "Company"), by rewarding selected senior executives of the Corporation and its subsidiaries for their contributions to the Corporation's financial success and thereby motivate them to continue to make such contributions in the future by granting annual performance-based awards (individually, "Award").

SECTION 1.2 *Administration of the Plan.* The Plan shall be administered by a committee ("Committee") which shall adopt such rules as it may deem appropriate in order to carry out the purpose of the Plan. The Committee shall be the Compensation Committee of the Corporation's Board of Directors ("Board") (or such subcommittee as may be appointed by the Board) except that (i) the number of directors on the Committee shall not be less than two (2) and (ii) each member of the Committee shall be an "outside director" within the meaning of Section 162(m)(4) of the Internal Revenue Code of 1986, as amended (the "Code"). All questions of interpretation, administration, and application of the Plan shall be determined by a majority of the members of the Committee, except that the Committee may authorize any one or more of its members, or any officer of the Corporation, to execute and deliver documents on behalf of the Committee to the extent consistent with the provisions of Section 162(m) of the Code. The determination of such majority shall be final and binding in all matters relating to the Plan. The Committee shall have authority and discretion to determine the terms and conditions of the Awards granted to eligible persons specified in Section 1.3 below ("Participants").

No member of the Committee will be liable for any action, omission or determination made by the Committee with respect to the Plan or any Award under it and the Corporation shall indemnify and hold harmless each member of the Committee and each other director or employee of the Corporation to whom any duty or power relating to the administration or interpretation of the Plan has been delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any action, omission or determination relating to the Plan or any Award under it unless, in either case, such action, omission or determination was taken or made by such member, director or employee in bad faith and without reasonable belief that it was in the best interests of the Corporation.

SECTION 1.3 *Eligible Persons.* Eligibility to participate in the Plan will be limited to (1) those individuals who are "officers" within the meaning of Rule 16a-1(f) of the Securities Exchange Act of 1934, as amended, and (2) any other employee of the Corporation who, in the sole judgment of the Committee, could be treated as a "covered employee" under Section 162(m) at the time income may be recognized by such Participant in connection with an Award granted under the Plan.

SECTION 1.4 *Partial Year Participation*. An executive officer who becomes eligible after the beginning of a Performance Period may participate in the Plan for that Performance Period on terms and conditions determined by the Committee, it being understood that if an executive officer becomes eligible more than 90 days after the beginning of the Performance Period, the Committee may either use the established Performance Targets (as defined below) for such Participant based on performance during the remainder of the Performance Period or establish different Performance Targets and/or a different performance period for such Participant provided such Performance Targets and/or performance period satisfy the requirements of Treasury Regulation Section 1.162-27(e)(2).

ARTICLE II — AWARDS

SECTION 2.1 *Awards.* The Committee may grant Awards to eligible employees with respect to each fiscal year of the Corporation, or such other performance period determined by the Committee, subject to the terms and conditions set forth in the Plan.

SECTION 2.2 *Terms of Awards.* No later than 90 days after the commencement of each fiscal year of the Corporation, or within the period required to qualify for the "performance-based compensation" exception to Code Section 162(m) with respect to other performance periods, the Committee shall establish (i) performance targets ("Performance Targets") for the Corporation for such fiscal year or other period (any such period, a "Performance Period") and (ii) target awards ("Target Awards") that correspond to the Performance Targets, for each Participant to whom an Award for the Performance Period is granted. The Committee may establish Performance Targets for Awards that are intended to qualify as performance-based compensation under Section 162(m) of the Code in terms of specified levels of any of the following business measures, which may be applied with respect to the Corporation, or any of its subsidiaries or business units, and which may be measured on an absolute or relative to peer-group basis: total shareholder return; stock price; stock price increase; return on equity; return on capital; return on capital employed; earnings per share; debt/equity; interest coverage; coverage ratios; cash coverage ratio; distribution coverage ratio; dividend coverage ratio; EBIT (earnings before interest and taxes); EBITDA (earnings before interest, taxes, depreciation and amortization); debt to EBITDA; debt to capital; ongoing earnings; cash flow (including distributable cash flow, operating cash flow, free cash flow, discounted cash flow return on investment, and cash flow in excess of costs of capital); EVA (economic value added); economic profit (net operating profit after tax, less a cost of capital charge); SVA (shareholder value added); revenues; net income; operating income; pre-tax profit margin; performance against business plan; customer service; corporate governance quotient or rating; market share; employee satisfaction; safety record; employee engagement; supplier diversity; workforce diversity; operating margins; credit rating; dividend payments or other distributions; expenses; retained earnings; completion of acquisitions, divestitures and corporate restructurings; operation and maintenance expense; environmental, health, safety and/or operational measures; and individual goals based on objective business criteria underlying the goals listed above and which pertain to individual effort as to achievement of those goals or to one or more business criteria in the areas of litigation, human resources, information services, production, inventory, support services, site development, plant development, building development, facility development, government relations, safety, product market share or management. At the time the Committee determines the terms of the Performance Target(s), the Committee may also specify any exclusion(s) for charges related to any event(s) or occurrence(s) which the Committee determines should appropriately be excluded, as applicable, for purposes of measuring performance against the applicable Performance Targets provided that such excluded items are objectively determinable by reference to the Corporation's financial statements, notes to the Corporation's financial statements and/or management's discussion and analysis of financial condition and results of operations, appearing in the Corporation's Annual Report on Form 10-K for the applicable year. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Corporation, or the manner in which it conducts its business, or other events or circumstances, render previously established Performance Targets unsuitable, the Committee may modify such Performance Targets, in whole or in part, as the Committee deems appropriate and equitable; provided that, unless the Committee determines otherwise, no such action shall be taken if and to the extent it would result in the loss of an otherwise available exemption of the Award under Section 162(m). In addition, a performance measure used to determine a Performance Target may be subject to such later revisions as the Committee shall deem appropriate to reflect significant unforeseen events such as changes in law, accounting practices or unusual or nonrecurring items or occurrences or to satisfy applicable regulatory requirements. Any such adjustments shall be subject to such limitations as the Committee deems appropriate in the case of an Award that is intended to qualify for exemption under Section 162(m). Alternatively, the Committee may establish Performance Targets in terms of such strategic objectives as it may from time to time specify for Awards that are not intended to qualify as performance-based compensation under Section 162(m) of the Code.

SECTION 2.3 *Limitation on Awards.* The aggregate amount of all Awards payable to any Participant during any one calendar year shall not exceed Five Million Dollars ($5,000,000.00).

SECTION 2.4 *Determination of Award.* The Committee shall, promptly after the date on which the necessary financial or other information for a particular Performance Period becomes available, certify in writing whether any Performance Target has been achieved, and, if so, the highest Performance Target that has been achieved, all in the manner required by Section 162(m) of the Code. If any Performance Target has been achieved, the Awards, determined for each Participant with reference to the Target Award that corresponds to the highest Performance Target achieved, for such Performance Period shall have been earned except that the Committee may reduce the amount of any Award to reflect the Committee's assessment of the Participant's individual performance, to reflect the failure of the Participant to remain in the continuous employ of the Corporation or its subsidiaries throughout the applicable Performance Period, or for any other reason. Such awards shall become payable in cash as promptly as practicable thereafter, but in no event more than

two and one-half months following the end of the year in which the Performance Period ends. Notwithstanding the foregoing, the Committee may permit a Participant to elect to defer payment of all or any portion of the Award the Participant might earn for a Performance Period, by making a deferral election on such terms and conditions as the Committee or a delegate thereof may establish from time to time, or in accordance with the terms and conditions of a deferral plan sponsored by the Company or one of its affiliates.

ARTICLE III — MISCELLANEOUS

SECTION 3.1 *No Rights to Awards or Continued Employment.* No employee shall have any claim or right to receive Awards under the Plan. Neither the Plan nor any action taken hereunder shall be construed as giving an employee any right to be retained by the Corporation or any of its subsidiaries.

SECTION 3.2 *Clawback.* Notwithstanding anything in the Plan to the contrary, the Corporation will be entitled to the extent permitted or required by applicable law or Company policy as in effect from time to time to recoup compensation of whatever kind paid by the Corporation or any of its affiliates at any time to a Participant under the Plan.

SECTION 3.3 *Restriction on Transfer, Beneficiary.* Awards (or interests therein) to a Participant or amounts payable with respect to a Participant under the Plan are not subject to assignment or alienation, whether voluntary or involuntary. Notwithstanding the foregoing, the Committee may, in its discretion, permit Participants to designate a beneficiary or beneficiaries to receive, in the event of the Participant's death, any amounts remaining to be paid with respect to the Participant under the Plan. In such event, the Participant shall have the right to revoke any such designation and to redesignate a beneficiary or beneficiaries and, to be effective, any such designation, revocation, or redesignation must be in such written form as the Corporation may prescribe and must be received by the Corporation prior to the Participant's death. If beneficiary designations are not permitted, a Participant dies without effectively designating a beneficiary or if all designated beneficiaries predecease the Participant, any amounts remaining to be paid with respect to the Participant under the Plan, shall be paid to the Participant's estate.

SECTION 3.4 *Tax Withholding.* The Corporation or a subsidiary thereof, as appropriate, shall have the right to deduct from all payments made under the Plan to a Participant or to a Participant's beneficiary or beneficiaries federal, state, local or other taxes with respect to such payments.

SECTION 3.5 *No Restriction on Right of Corporation to Effect Changes; No Restriction on Other Compensation.* The Plan shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any recapitalization, reorganization, merger, acquisition, divestiture, consolidation, spin off, combination, liquidation, dissolution, sale of assets, or other similar corporate transaction or event involving the Corporation or a subsidiary or division thereof or any other event or series of events, whether of a similar character or otherwise.

Nothing in the Plan shall preclude or limit the ability of the Corporation to pay any compensation to a Participant under the Corporation's other compensation and benefit plans and programs, including without limitation any equity or bonus plan program or arrangement.

SECTION 3.6 *Source of Payments.* The Corporation shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Plan. To the extent any person acquires any rights to receive payments hereunder from the Corporation, such rights shall be no greater than those of an unsecured creditor.

SECTION 3.7 *Termination and Amendment.* The Plan shall continue in effect until terminated by the Board. The Committee may at any time amend or otherwise modify the Plan in such respects as it deems advisable; provided, however, no such amendment or modification may be effective without Board approval or Corporation shareholder approval if such approval is necessary to comply with the requirements for qualified performance-based compensation under Section 162(m) of the Code.

SECTION 3.8 *Governmental Regulations.* The Plan, and all Awards hereunder, shall be subject to all applicable rules and regulations of governmental or other authorities.

SECTION 3.9 *Headings.* The headings of sections and subsections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

SECTION 3.10 *Governing Law.* The Plan and all rights and Awards hereunder shall be construed in accordance with and governed by the laws of the state of Texas.

SECTION 3.11 *Effective Date.* The Effective Date of the amended and restated Plan shall be the date of approval by the Corporation's shareholders. Payment of any Awards under this Plan shall be contingent upon the affirmative vote of the shareholders of at least a majority of the votes cast (including abstentions) approving the Plan. Unless and until such shareholder approval is obtained, no Award shall be paid or payable pursuant to this Plan. To the extent necessary for purposes of Code Section 162(m), this Plan shall be resubmitted to shareholders for their re-approval with respect to Awards payable for the taxable years of the Corporation commencing on and after the five year anniversary of initial shareholder approval.

IN WITNESS OF its amendment and restatement by the Board on February 16, 2016, this Plan is executed on behalf of the Corporation this 11th day of March, 2016.

SPECTRA ENERGY CORP

By: /s/ Dorothy M. Ables
Chief Administrative Officer

EXHIBIT 10.34

SPECTRA ENERGY CORP
PHANTOM STOCK AWARD AGREEMENT

This **Phantom Stock Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware corporation, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the Phantom Stock units and tandem Dividend Equivalents that are subject hereto. The basis for the Award is to provide an incentive for the Employee to remain with the Company and to improve Employee retention. Awards are not intended for Employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to Employees once such notices are given. For clarity, Awards do not accrue for Employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an Employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Phantom Stock Units and Tandem Dividend Equivalents*. The number of Phantom Stock units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(____)**. Each Phantom Stock unit, upon becoming vested before its expiration, represents a right to receive payment in the form of cash equal to the Fair Market Value of one (1) share of Common Stock. Each tandem Dividend Equivalent represents a right to receive cash payments equivalent to the amount of cash dividends declared and paid on one (1) share of Common Stock after the

Date of Grant and before the Dividend Equivalent expires. Phantom Stock units and Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Phantom Stock units and Dividend Equivalents subject to this Award have been awarded to the Grantee in respect of services to be performed by the Grantee exclusively in and after the year in which the Award is made.

Section 2. *Vesting of Phantom Stock Units*. The specified percentage of the Phantom Stock units subject to this Award, and not previously forfeited, shall vest, with such percentage considered satisfied to the extent such Phantom Stock units have previously vested, as follows:

(a) **Generally.** 100% upon Grantee continuously remaining an Employee of the Company, including Subsidiaries, through the third anniversary of the Date of Grant (the "Vesting Period").

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, then the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of the Vesting Period during which the Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the remaining Phantom Stock units not vested shall be forfeited. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. Grantee shall be considered to have "retired" but Grantee's employment shall be considered to continue, with continued vesting under Section 2(a) with respect to the prorated payment determined in accordance with the above, (i) unless the Committee or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 4 or (B) the termination of Grantee's employment is for Cause, in which case all Phantom Stock units not previously vested shall be forfeited, or (ii) unless the Grantee dies, in which case the Phantom Stock units subject to the provisions of this Section 2(b) shall vest in accordance with Section 2(c). The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2

of Schedule B hereto, as applicable to the Grantee, 100% of the Phantom Stock units subject to this Award shall vest immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, (i) the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of Active Employment during the Vesting Period, and shall vest immediately, and (ii) the remaining Phantom Stock units shall be forfeited. Solely for purposes of calculating the prorated payment in clause (i) of the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entire month, but in no event for more than thirty-six (36) months. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Phantom Stock units and tandem Dividend Equivalents to which the Grantee has the right to payment hereunder shall become 100% vested to the extent not yet vested as provided for in Section 2 above, if, following the occurrence of a Change in Control and before the second anniversary of such occurrence, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company (or its successor) of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(e) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company (or its

successor) may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company (or its successor) has cured the condition within the time frame set forth in this Section 2(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(e).

Section 3. *Definition of "Cause*." For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

Section 4. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 5. *Forfeiture/Expiration*. Any Phantom Stock unit subject to this Award shall be forfeited upon notice of the termination of Grantee's continuous employment with the Company and its Subsidiaries, whether such notice is given by the Grantee or by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested, deferred or forfeited, shall expire immediately before the third anniversary of the Date of Grant. Any Dividend Equivalent subject to this Award shall expire at the time the unit of Phantom Stock with respect to which the Dividend Equivalent is in tandem (i) is vested and paid, or, to the extent permitted by the laws of the applicable jurisdiction, deferred, (ii) is forfeited, or (iii) expires. The additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 6. *Dividend Equivalent Payments*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Phantom Stock unit that is vested and paid shall be paid in a single lump sum cash payment as soon as practicable following the vesting and payment of the Phantom Stock unit, and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Phantom Stock unit is deferred by the Grantee as provided in Section 7, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 6 shall be made not later than thirty (30) days after payment hereunder of the related tandem Phantom Stock units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Phantom Stock unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive payment of Phantom Stock units under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes. Notwithstanding any other provision hereof, to the extent necessary for this Agreement not to be construed as a salary deferral arrangement under Canadian law, in no event will any Dividend Equivalent to which the Grantee may be entitled vest, or will the right to receive a payment in respect of any Dividend Equivalent arise, after December 30 of the calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee, and in the event this would, apart from this provision, occur, notwithstanding any other provision hereof, the applicable Dividend Equivalent will vest and the Grantee will be entitled to receive payment of such Dividend Equivalent on December 30 (or the first date prior thereto that is not a Saturday, Sunday or holiday) in the first calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee.

Section 7. *Payment of Phantom Stock Units*. Payment of Phantom Stock units subject to this Award shall be made to the Grantee in a single lump sum cash payment as soon as practicable following the time such units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by Grantee in accordance with such procedures as the Committee, or its delegatee, may prescribe consistent with the requirements of Code Section 409A or any Canadian law equivalent, as applicable. Any deferral of Phantom Stock units by the Grantee hereunder shall apply to both the shares of Common Stock and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of cash equal to the Fair Market Value of one (1) share of Common Stock for each full vested unit of Phantom Stock, and any fractional vested unit of Phantom Stock shall be rounded up to the next whole share for purposes of both vesting under Section 2 and payment under this Section 7.

Section 8. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 9. *Nonalienation*. The Phantom Stock units and Dividend Equivalents subject to this Award are not assignable or transferable by the Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Phantom Stock unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Phantom Stock unit or Dividend Equivalent, or upon such right or privilege, such Phantom Stock unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 10. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 11. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 12. *Code Section 409A*. Notwithstanding any provision of this Agreement to the contrary, for the purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified employee," any such payment that the Grantee would otherwise be entitled to receive during the first six (6) months following Grantee's termination of employment from the Company, including Subsidiaries, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, including Subsidiaries, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 13. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement

does not accurately reflect a Phantom Stock Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 14. *Grantee Confidentiality Obligations*. In accepting this Phantom Stock Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph. The additional provisions of Section 3 of Schedule A hereto are incorporated herein if Schedule A is applicable to the Grantee.

Section 15. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 4 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 16. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 17. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 18. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 19. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 18, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 19 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Phantom Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

SPECTRA ENERGY CORP:

By: _____

Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Phantom Stock Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____
Grantee's Signature

_____
(print name)

_____
(employee ID)

Address for Notices:

_____
(address)

_____
(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The following provision shall be incorporated at the end of Section 14 of the Agreement:

Notwithstanding the other provisions of this Agreement, pursuant to the federal Defend Trade Secrets Act of 2016, Grantee shall not be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made to Grantee's attorney in relation to a lawsuit for retaliation against Grantee for reporting a suspected violation of law; or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Section 4. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 2(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 2(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 2(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 5 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 5 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.35

SPECTRA ENERGY CORP
PHANTOM STOCK AWARD AGREEMENT

This **Phantom Stock Award Agreement** (the "Agreement") has been made as of _____ ___, _____ (the "Date of Grant") between **Spectra Energy Corp**, a Delaware corporation, with its principal offices in Houston, Texas (the "Company"), and _____ (the "Grantee").

RECITALS

Under the amended and restated Spectra Energy Corp 2007 Long-Term Incentive Plan as it may, from time to time, be amended (the "Plan"), the Compensation Committee of the Board of Directors of the Company (the "Committee"), or its delegatee, has determined the form of this Agreement (which also includes Schedule A hereto or Schedule B hereto, as applicable to the Grantee) and selected the Grantee, as an Employee, to receive the award evidenced by this Agreement (the "Award") and the Phantom Stock units and tandem Dividend Equivalents that are subject hereto. The basis for the Award is to provide an incentive for the Employee to remain with the Company and to improve Employee retention. Awards are not intended for Employees who have given notice of resignation or who have been given notice of termination by the Company or an employing Subsidiary, and will not accrue to Employees once such notices are given. For clarity, Awards do not accrue for Employees who have received notice, given notice or have been determined to be entitled to a notice period by a court, and no damages suffered by an Employee due to lack of sufficient notice will include compensation for loss of vesting rights or accrual of an Award, notwithstanding any statutory, contractual, or common law period of notice of termination, or compensation in lieu of such notice, to which an employee may be entitled. The applicable provisions of the Plan are incorporated in this Agreement by reference, including the definitions of terms contained in the Plan (unless such terms are otherwise defined herein).

AWARD

In accordance with the Plan, the Company has made this Award, effective as of the Date of Grant and upon the following terms and conditions:

Section 1. *Number and Nature of Phantom Stock Units and Tandem Dividend Equivalents*. The number of Phantom Stock units and the number of tandem Dividend Equivalents subject to this Award are each _____ **(____)**. Each Phantom Stock unit, upon becoming vested before its expiration, represents a right to receive payment in the form of one (1) share of Common Stock. Each tandem Dividend Equivalent represents a right to receive cash payments equivalent to the amount of cash dividends declared and paid on one (1) share of Common Stock after the Date of Grant and before the Dividend

Equivalent expires. Phantom Stock units and Dividend Equivalents are used solely as units of measurement, and are not shares of Common Stock and the Grantee is not, and has no rights as, a shareholder of the Company by virtue of this Award. The Phantom Stock units and Dividend Equivalents subject to this Award have been awarded to the Grantee in respect of services to be performed by the Grantee exclusively in and after the year in which the Award is made.

Section 2. *Vesting of Phantom Stock Units*. The specified percentage of the Phantom Stock units subject to this Award, and not previously forfeited, shall vest, with such percentage considered satisfied to the extent such Phantom Stock units have previously vested, as follows:

(a) **Generally.** 100% upon Grantee continuously remaining an Employee of the Company, including Subsidiaries, through the third anniversary of the Date of Grant (the "Vesting Period").

(b) **Retirement.** If Grantee's employment with the Company, including Subsidiaries, terminates at a time when Grantee is eligible for an immediately payable early or normal retirement benefit under the Spectra Energy Retirement Cash Balance Plan or under another retirement plan of the Company or Subsidiary, which plan the Committee, or its delegatee, in its sole discretion, determines to be the functional equivalent of the Spectra Energy Retirement Cash Balance Plan, then the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of the Vesting Period during which the Grantee's active employment with the Company, including Subsidiaries, ("Active Employment") continued, and the remaining Phantom Stock units not vested shall be forfeited. Solely for purposes of calculating the prorated payment in the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entirety of such month, but in no event for more than thirty-six (36) months. Grantee shall be considered to have "retired" but Grantee's employment shall be considered to continue, with continued vesting under Section 2(a) with respect to the prorated payment determined in accordance with the above, (i) unless the Committee or its delegatee, in its sole discretion, determines that (A) Grantee is in violation of any obligation identified in Section 4 or (B) the termination of Grantee's employment is for Cause, in which case all Phantom Stock units not previously vested shall be forfeited, or (ii) unless the Grantee dies, in which case the Phantom Stock units subject to the provisions of this Section 2(b) shall vest in accordance with Section 2(c). The additional provisions of Section 1 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(c) **Death or Disability.** If Grantee's employment with the Company, including Subsidiaries, terminates (i) as the result of Grantee's death or (ii) as the result of Grantee's "permanent and total disability," as defined in Section 1 of Schedule A hereto or Section 2

of Schedule B hereto, as applicable to the Grantee, 100% of the Phantom Stock units subject to this Award shall vest immediately.

(d) **Involuntary Termination Without Cause.** If Grantee's employment is terminated by the Company, or employing Subsidiary, other than for Cause, regardless of reason for termination or the party giving notice, (i) the number of Phantom Stock units and tandem Dividend Equivalents to which the Grantee shall have a right to payment hereunder shall be prorated to reflect the number of months of Active Employment during the Vesting Period, and shall vest immediately, and (ii) the remaining Phantom Stock units shall be forfeited. Solely for purposes of calculating the prorated payment in clause (i) of the preceding sentence, if the Grantee's Active Employment continued for at least one (1) day during a calendar month in the Vesting Period, Grantee's Active Employment shall be considered to have continued for the entire month, but in no event for more than thirty-six (36) months. The additional provisions of Section 3 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

(e) **Change in Control.** All Phantom Stock units and tandem Dividend Equivalents to which the Grantee has the right to payment hereunder shall become 100% vested to the extent not yet vested as provided for in Section 2 above, if, following the occurrence of a Change in Control and before the second anniversary of such occurrence, (A) the Grantee's employment is terminated involuntarily, and not for Cause, by the Company, or employing Subsidiary, or their successor; or (B) such employment is terminated by the Grantee for Good Reason.

For the purposes of this Agreement, "Good Reason" is defined as the occurrence (without the Grantee's express written consent) of any of the following, unless such act or failure to act is corrected, prior to the effective date of Grantee's termination of employment, as specified in Grantee's notice termination, as provided in the following paragraph: (A) a substantial adverse alteration in the nature or status of the Grantee's responsibilities; (B) a material reduction in the Grantee's annual base salary; (C) a material reduction in the Grantee's target annual bonus; (D) the elimination of any material employee benefit plan in which the Grantee is a participant or the material reduction of Grantee's benefits under such plan, unless the Company either (1) immediately replaces such employee benefit plan or unless the Grantee is permitted to immediately participate in other employee benefit plan(s) providing the Grantee with a substantially equivalent value of benefits in the aggregate to those eliminated or materially reduced, or (2) immediately provides the Grantee with other forms of compensation of comparable value to that being eliminated or reduced; (E) a relocation without the written consent of the Grantee that requires the Grantee to report to a work location more than thirty-five (35) miles from the work location to which the Grantee was assigned prior to the Change in Control.

Grantee is required to provide notice to the Company (or its successor) of the existence of any of the conditions set forth in the "Good Reason" definition in this Section 2(e) at least fifteen (15), but not more than sixty (60), days prior to the date of Grantee's termination of employment. Upon receipt of such notice, the Company (or its

successor) may, prior to the effective date of Grantee's termination of employment, cure or remedy such condition. If Grantee terminates from employment after providing notice and after the Company (or its successor) has cured the condition within the time frame set forth in this Section 2(e), then such termination of employment will be considered to be a voluntary termination of employment, and not a separation for Good Reason.

The Grantee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason pursuant to the foregoing provisions of this Section 2(e).

Section 3. *Definition of "Cause*." For the purposes of this Agreement, "Cause" for termination by the Company or an employing Subsidiary of the Grantee's employment shall include: (i) a material failure by the Grantee to carry out, or malfeasance or gross insubordination in carrying out, reasonably assigned duties or instructions consistent with the Grantee's position, (ii) the final conviction of the Grantee of a (A) felony, (B) crime or criminal offense involving moral turpitude, or (C) criminal or summary conviction offense that is related to the Grantee's employment with the Company or an employing Subsidiary, (iii) an egregious act of dishonesty by the Grantee (including, without limitation, theft or embezzlement) in connection with employment, or a malicious action by the Grantee toward the customers or employees of the Company or any affiliate, (iv) a material breach by the Grantee of the Company's Code of Business Ethics, (v) the failure of the Grantee to cooperate fully with governmental investigations involving the Company or its affiliates, or (vi) the usual meaning of just cause under Canadian common law, if applicable; all as determined by the Company in its sole discretion.

Section 4. *Violation of Grantee Obligation*. In consideration of the continued vesting opportunity provided under Section 2 following the termination of Grantee's continuous employment by the Company, including Subsidiaries, if Grantee is considered "retired", Grantee agrees to the noncompetition and other restrictions set forth in Section 2 of Schedule A hereto or Section 4 of Schedule B hereto, as applicable to the Grantee. In the event that Grantee violates applicable noncompetition and other restrictions, the continued vesting opportunity provided under Section 2 shall terminate and be forfeited.

Section 5. *Forfeiture/Expiration*. Any Phantom Stock unit subject to this Award shall be forfeited upon notice of the termination of Grantee's continuous employment with the Company and its Subsidiaries, whether such notice is given by the Grantee or by the Company, including Subsidiaries, from the Date of Grant, except to the extent otherwise provided in Section 2, and, if not previously vested, deferred or forfeited, shall expire immediately before the third anniversary of the Date of Grant. Any Dividend Equivalent subject to this Award shall expire at the time the unit of Phantom Stock with respect to which the Dividend Equivalent is in tandem (i) is vested and paid, or, to the extent permitted by the laws of the applicable jurisdiction, deferred, (ii) is forfeited, or (iii) expires. The additional provisions of Section 5 of Schedule B hereto are incorporated herein if Schedule B is applicable to the Grantee.

Section 6. *Dividend Equivalent Payments*. Payment with respect to any Dividend Equivalent subject to this Award that is in tandem with a Phantom Stock unit that is vested and paid shall be paid in a single lump sum cash payment as soon as practicable following the vesting and payment of the Phantom Stock unit, and in no event later than the end of the third calendar year following the year of the Date of Grant, except, if the vested Phantom Stock unit is deferred by the Grantee as provided in Section 7, payment with respect to the tandem Dividend Equivalent shall likewise be deferred. Payment under this Section 6 shall be made not later than thirty (30) days after payment hereunder of the related tandem Phantom Stock units. The Dividend Equivalent payment amount shall equal the aggregate cash dividends declared and paid with respect to one (1) share of Common Stock for the period beginning on the Date of Grant and ending on the date the vested, tandem Phantom Stock unit is paid or deferred and before the Dividend Equivalent expires. However, should the Grantee receive payment of Phantom Stock units under this Award without the right to receive a dividend and, because of the timing of the declaration of such dividend, the Grantee is not otherwise entitled to payment under the expiring Dividend Equivalent with respect to such dividend, the Grantee, nevertheless, shall be entitled to such payment. Dividend Equivalent payments shall be subject to withholding for taxes. Notwithstanding any other provision hereof, to the extent necessary for this Agreement not to be construed as a salary deferral arrangement under Canadian law, in no event will any Dividend Equivalent to which the Grantee may be entitled vest, or will the right to receive a payment in respect of any Dividend Equivalent arise, after December 30 of the calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee, and in the event this would, apart from this provision, occur, notwithstanding any other provision hereof, the applicable Dividend Equivalent will vest and the Grantee will be entitled to receive payment of such Dividend Equivalent on December 30 (or the first date prior thereto that is not a Saturday, Sunday or holiday) in the first calendar year which is three years following the end of the year in which any portion of the services to which the award of such Dividend Equivalent relates were performed by the Grantee.

Section 7. *Payment of Phantom Stock Units*. Payment of Phantom Stock units subject to this Award shall be made to the Grantee in a single lump sum payment as soon as practicable following the time such units become vested in accordance with Section 2 prior to their expiration but in no event later than thirty (30) days following such vesting and in no event later than the end of the third calendar year following the year of the Date of Grant, except to the extent deferred by Grantee in accordance with such procedures as the Committee, or its delegatee, may prescribe consistent with the requirements of Code Section 409A or any Canadian law equivalent, as applicable. Any deferral of Phantom Stock units by the Grantee hereunder shall apply to both the shares of Common Stock and the related tandem Dividend Equivalents. Payment shall be subject to withholding for taxes. Payment shall be in the form of one (1) share of Common Stock for each full vested unit of Phantom Stock and any fractional vested unit of Phantom Stock shall not be payable unless and until subsequent vesting results in a full unit of Phantom Stock becoming vested. Notwithstanding the foregoing, the number of shares of Common Stock that would otherwise be paid (valued at Fair Market Value on the date the respective unit of Phantom

Stock became vested, or if later, payable) shall be reduced by the Committee, or its delegatee, in its sole discretion, to fully satisfy any tax required to be withheld, unless the Company, or employing Subsidiary, as applicable, and the Grantee agree that such tax obligations will instead be satisfied by Grantee timely tendering to the Company, or employing Subsidiary, as applicable, sufficient cash to satisfy such obligations and the Grantee does timely tender such cash. In the event that payment, after any such reduction in the number of shares of Common Stock to satisfy withholding for tax requirements, would be less than ten (10) shares of Common Stock, then, if so determined by the Committee, or its delegatee, in its sole discretion, payment, instead of being made in shares of Common Stock, shall be made in a cash amount equal in value to the shares of Common Stock that would otherwise be paid, valued at Fair Market Value on the date the respective Phantom Stock units became vested, or if later, payable.

Section 8. *No Employment Right*. Nothing in this Agreement or in the Plan shall confer upon the Grantee the right to continued employment by the Company or any Subsidiary, or affect the right of the Company or any Subsidiary to terminate the employment or service of the Grantee at any time for any reason.

Section 9. *Nonalienation*. The Phantom Stock units and Dividend Equivalents subject to this Award are not assignable or transferable by the Grantee. Upon any attempt to transfer, assign, pledge, hypothecate, sell or otherwise dispose of any such Phantom Stock unit or Dividend Equivalent, or of any right or privilege conferred hereby, or upon the levy of any attachment or similar process upon such Phantom Stock unit or Dividend Equivalent, or upon such right or privilege, such Phantom Stock unit or Dividend Equivalent, or right or privilege, shall immediately become null and void.

Section 10. *Determinations*. Determinations by the Committee, or its delegatee, shall be final and conclusive with respect to the interpretation of the Plan and this Agreement.

Section 11. *Governing Law and Severability*. The validity and construction of this Agreement shall be governed by the laws of the state of Delaware applicable to transactions taking place entirely within that state. The invalidity of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

Section 12. *Code Section 409A*. Notwithstanding any provision of this Agreement to the contrary, for the purposes of this Agreement, the termination of Grantee's employment shall not result in the payment of any amount hereunder that is subject to, and not exempt from, Code Section 409A, unless such termination of employment constitutes a "separation from service" as defined under Code Section 409A. Further, notwithstanding any provision of this Agreement to the contrary, if any payment or other benefit provided herein would be subject to unfavorable tax consequences under Code Section 409A because the timing of such payment is not delayed as provided in Code Section 409A for a "specified employee" (within the meaning of Code Section 409A), then if the Grantee is a "specified

employee," any such payment that the Grantee would otherwise be entitled to receive during the first six (6) months following Grantee's termination of employment from the Company, including Subsidiaries, shall be accumulated and paid, within thirty (30) days after the date that is six (6) months following the Grantee's date of termination of employment from the Company, including Subsidiaries, or such earlier date upon which such amount can be paid under Code Section 409A without being subject to such unfavorable tax consequences such as, for example, upon the Grantee's death.

Section 13. *Conflicts with Plan, Correction of Errors, Grantee's Consent, and Amendments*. In the event that any provision of this Agreement conflicts in any way with a provision of the Plan, such Plan provision shall be controlling and the applicable provision of this Agreement shall be without force and effect to the extent necessary to cause such Plan provision to be controlling. In the event that, due to administrative error, this Agreement does not accurately reflect a Phantom Stock Award properly granted to Grantee pursuant to the Plan, the Company, acting through its Executive Compensation Department, reserves the right to cancel any erroneous document and, if appropriate, to replace the cancelled document with a corrected document. It is the intention of the Company and the Grantee that this Agreement either (i) comply with the salary deferral arrangement rules under Canadian law and Code Section 409A, as applicable, or (ii) not be construed as a salary deferral arrangement under Canadian law and be exempt from Code Section 409A, to the extent applicable. Accordingly, this Agreement shall be interpreted as necessary and to the extent legally permissible to comply with the requirements of, or exemption under, Canadian law and Code Section 409A, as applicable, as determined by the Committee or its delegatee. Grantee shall also be deemed to consent to any amendment of the Plan or the Agreement as the Committee may reasonably make in furtherance of such intention, and the Committee shall promptly provide, or make available to, the Grantee a copy of any such amendment. Finally, this Agreement may be amended or modified at any time and from time to time by action of the Committee.

Section 14. *Grantee Confidentiality Obligations*. In accepting this Phantom Stock Award, Grantee acknowledges that Grantee is obligated under Company policy, and under federal, state, provincial and other applicable law, to protect and safeguard the confidentiality of trade secrets and other proprietary and confidential information belonging to the Company and its affiliates that are acquired by Grantee during Grantee's employment with the Company and its affiliates, and that such obligations continue beyond the termination of such employment. Grantee agrees to notify any subsequent employer of such obligations and that the Company and its affiliates, in order to enforce such obligations, may pursue legal recourse not only against Grantee, but against a subsequent employer of Grantee. Grantee agrees that he shall not disclose the existence or terms of this Agreement to anyone other than his spouse, tax advisor(s) and/or attorney(s), provided that he first obtains the agreement of such persons to be bound by the confidentiality provisions of this paragraph. Grantee also agrees to immediately give the Company written notice in accordance with the provisions of this Agreement in the event he is legally required to disclose any of the confidential information covered by the provisions of this paragraph.

The additional provisions of Section 3 of Schedule A hereto are incorporated herein if Schedule A is applicable to the Grantee.

Section 15. *Nonsolicitation*. Grantee further agrees that he will not, either directly or indirectly, solicit, hire or employ, or cause any other person, company, or entity to solicit, hire or employ, any employee or contractor retained or employed by the Company or its affiliates during the period of Grantee's employment and for the period set forth in Section 4 of Schedule A hereto or Section 6 of Schedule B hereto, as applicable to the Grantee. The provisions of this paragraph shall not apply to contact initiated by an employee or contractor of the Company or its affiliates in response to a general solicitation of applications for employment. Grantee agrees that this Agreement is subject to the provisions of this paragraph.

Section 16. *Notices*. All notices under this Agreement shall be mailed or delivered by hand to the parties at their respective addresses set forth beneath their signatures below or at such other address as may be designated in writing by either party to the other party, or to their permitted transferees if applicable. Notices shall be effective upon receipt.

Section 17. *Payments Subject to Clawback*. To the extent that any payment under this Agreement is subject to clawback under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as it may be amended from time to time, such amount will be clawed back in appropriate circumstances, as determined under the terms and conditions prescribed by such Act and the authority issued thereunder. Further, the Company will be entitled to the extent permitted or required by any other applicable law and/or Company policy as in effect from time to time (including, but not limited to, the Policy on Recovery of Executive Compensation) to recoup compensation of whatever kind paid by the Company or any of its affiliates at any time to the Grantee pursuant to this Agreement.

Section 18. *Equitable Remedies*. Grantee hereby acknowledges and agrees that a breach of Grantee's obligations under this Agreement would result in damages to the Company that could not be adequately compensated for by monetary award. Accordingly, in the event of any such breach by Grantee, in addition to all other remedies available to the Company at law or in equity, the Company will be entitled as a matter of right to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

Section 19. *Arbitration Agreement*. The Grantee and the Company both agree that any dispute arising out of or related to this Agreement, which does not involve the Company seeking a court injunction or other relief as provided for in Section 18, shall be resolved by binding arbitration under the employment dispute resolution rules of the American Arbitration Association and that any proceeding under the provisions of this Section 19 shall be held in Houston, Texas. The parties both irrevocably WAIVE ANY AND ALL RIGHTS TO A JURY as to any and all claims and issues in any such dispute. By this

provision, both the Grantee and the Company understand and agree that any and all claims and issues in such dispute shall be decided by such arbitration proceeding.

Notwithstanding the foregoing, this Award is subject to cancellation by the Company in its sole discretion unless the Grantee, by not later than _____ __, ____, has signed a duplicate of this Agreement, in the space provided below, and returned the signed duplicate to the Executive Compensation Department - Phantom Stock (WO 1O23), Spectra Energy Corp, P. O. Box 1642, Houston, TX 77251-1642, which, if, and to the extent, permitted by the Executive Compensation Department, may be accomplished by electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and granted in Houston, Texas, to be effective as of the Date of Grant.

SPECTRA ENERGY CORP

By: _____

Chair, President & CEO, Spectra Energy Corp

Address for Notices:

5400 Westheimer Court
Mail Drop 1O23
Houston, Texas 77056

Attention: Karen Gowder

Acceptance of Phantom Stock Award

IN WITNESS OF Grantee's acceptance of this Award and Grantee's agreement to be bound by the provisions of this Agreement and the Plan, Grantee has signed this Agreement this _____ day of _____, ____.

_____

Grantee's Signature

_____

(print name)

_____

(employee ID)

Address for Notices:

_____

(address)

_____

(address)

SCHEDULE A

This Schedule A and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a United States entity.

Section 1. For purposes of Section 2(c) of the Agreement, "permanent and total disability" shall have the meaning set forth in Code Section 22(e)(3).

Section 2. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the third anniversary of the Date of Grant ("Restricted Period"), Grantee shall not (i) without the prior written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas or crude oil, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the following geographical areas (i) any country in the world where the Company has at least US$25 million in capital deployed as of termination of Grantee's continuous employment by Company, including Subsidiaries; (ii) the continent of North America; (iii) the United States of America and Canada; (iv) the states of (A) Virginia, (B) Georgia, (C) Florida, (D) Texas, (E) California, (F) Massachusetts, (G) Illinois, (H) Michigan, (I) New York, (J) Colorado, (K) Oklahoma, (L) Kentucky, (M) Ohio, (N) Louisiana, (O) Kansas, (P) Montana, (Q) Missouri, (R) Nebraska, and (S) Wyoming; and (v) any state or states or province or provinces in which was conducted a business of the Company, including Subsidiaries, which business constituted a substantial portion of Grantee's employment. The Company and Grantee intend the above restrictions on competition in geographical areas to be

entirely severable and independent, and any invalidity or enforceability of this provision with respect to any one or more of such restrictions, including geographical areas, shall not render this provision unenforceable as applied to any one or more of the other restrictions, including geographical areas. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 3. The following provision shall be incorporated at the end of Section 14 of the Agreement:

Notwithstanding the other provisions of this Agreement, pursuant to the federal Defend Trade Secrets Act of 2016, Grantee shall not be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made to Grantee's attorney in relation to a lawsuit for retaliation against Grantee for reporting a suspected violation of law; or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Section 4. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of three (3) years following Grantee's termination of employment with the Company and its affiliates.

SCHEDULE B

This Schedule B and the provisions hereof shall apply to the Grantee if (and only if) the Grantee is on the payroll of one of the Company's directly or indirectly held or majority or greater-owned subsidiaries or affiliates that is a Canadian entity.

Section 1. The following provisions shall be incorporated at the end of Section 2(b) of the Agreement:

> The date of the termination of Grantee's continuous employment with the Company for the purposes of this Section 2(b) shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 2. For purposes of Section 2(c) of the Agreement, an individual shall be considered to have a "permanent and total disability" if the individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months.

Section 3. The following provisions shall be incorporated at the end of Section 2(d) of the Agreement:

> The date that the Grantee's employment is terminated by the Company, including Subsidiaries, other than for Cause for the purposes of this Section 2(d) shall be deemed to be the date on which any notice of termination of employment provided to such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 4. The following provisions shall apply for purposes of Section 4 of the Agreement:

> Grantee agrees that during the period beginning with such termination of employment and ending with the earlier of (1) the third anniversary of the Date of Grant or (2) the first anniversary of the date of such termination of employment ("Restricted Period"), Grantee shall not (i) without the prior

written consent of the Company, or its delegatee, become employed by, serve as a principal, partner, or member of the board of directors of, or in any similar capacity with, or otherwise provide service to, a competitor, to the detriment, of the Company or any Subsidiary or (ii) violate any of Grantee's other noncompetition obligations, or any of Grantee's nonsolicitation or nondisclosure obligations, to the Company or any Subsidiary. The noncompetition obligations of clause (i) of the preceding sentence shall be limited in scope and shall be effective only to competition with the Company or any Subsidiary in the businesses of: gathering, processing or transmission of natural gas or crude oil, resale or arranging for the purchase or for the resale, brokering, marketing, or trading of natural gas, electricity or derivatives thereof; energy management and the provision of energy solutions; gathering, compression, treating, processing, fractionation, transportation, trading, marketing of natural gas components, including natural gas liquids, or of crude oil; sales and marketing of electric power and natural gas, domestically and abroad; and any other business in which the Company, including Subsidiaries, is engaged at the termination of Grantee's continuous employment by the Company, including Subsidiaries; and within the geographical area of the province in which Grantee was employed at termination of employment from the Company and employing Subsidiaries. If any part of this provision is held to be unenforceable because of the duration, scope or area covered, the Company and Grantee agree to modify such part, or that the court making such holding shall have the power to modify such part, to reduce its duration, scope or area, including deletion of specific words and phrases, i.e., "blue penciling", and in its modified, reduced or blue pencil form, such part shall become enforceable and shall be enforced. Nothing herein shall be construed to prohibit Grantee being retained during the Restricted Period in a capacity as an attorney licensed to practice law, or to restrict Grantee providing advice and counsel in such capacity, in any jurisdiction where such prohibition or restriction is contrary to law.

Section 5. The following provisions shall be incorporated at the end of Section 5 of the Agreement:

The date of the termination of Grantee's continuous employment with the Company, including Subsidiaries, for the purposes of this Section 5 shall be deemed to be the date on which any notice of termination of employment provided to or by such Grantee is stated to be effective (or in the case of an alleged constructive dismissal, the date on which the alleged constructive dismissal is alleged to have occurred), and not during or as of the end of any period following such date during which the Grantee is in receipt of, or entitled to receive, statutory, contractual, or common law notice of termination or any compensation in lieu of such notice.

Section 6. The nonsolicitation period for purposes of Section 15 of the Agreement is a period of one (1) year following Grantee's termination of employment with the Company and its affiliates.

EXHIBIT 10.36

SECOND AMENDMENT
TO THE
SPECTRA ENERGY CORP EXECUTIVE SAVINGS PLAN
(AS AMENDED AND RESTATED EFFECTIVE MAY 1, 2012)

THIS SECOND AMENDMENT ("AMENDMENT") is made this 26th day of February, 2017, by Spectra Energy Corp, a Delaware corporation (the "***Company***"), to amend the Spectra Energy Corp Executive Savings Plan (as Amended and Restated as of May 1, 2012) in order to revise the definition of "Committee."

Section 2.10 of the Plan is deleted, in its entirety, and replaced with the following new Section 2.10:

"Committee" shall mean the Compensation Committee of the Board or its delegate; provided, however, in the event that a Change in Control occurs and Spectra Energy Corp is not the surviving ultimate parent company on or after the Change in Control, then the "Committee" shall mean the compensation committee (or, if none, a comparable committee) of the board of directors (or, if none, comparable governing body) of the ultimate parent company or the delegate thereof.

As amended hereby, the Plan is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has adopted and executed this Second Amendment on the date specified below to be effective as of February 26, 2017.

SPECTRA ENERGY CORP

By: _____
Name: Dorothy M. Ables
Title: Chief Administrative Office
Date: February 26, 2017

EXECUTION VERSION

EXHIBIT 10.37

SECOND AMENDMENT
TO THE
SPECTRA ENERGY CORP EXECUTIVE CASH BALANCE PLAN
(AS AMENDED AND RESTATED EFFECTIVE MAY 1, 2012)

THIS SECOND AMENDMENT ("AMENDMENT") is made this 26th day of February, 2017, by Spectra Energy Corp, a Delaware corporation (the "***Company***"), to amend the Spectra Energy Corp Executive Cash Balance Plan (as Amended and Restated as of May 1, 2012) in order to revise the definition of "Committee."

Section 2.6 of the Plan is deleted, in its entirety, and replaced with the following new Section 2.6:

"Committee" means the Compensation Committee of the Board of Directors or its delegate; provided, however, in the event that a Change in Control occurs and Spectra Energy Corp is not the surviving ultimate parent company on or after the Change in Control, then the "Committee" shall mean the compensation committee (or, if none, a comparable committee) of the board of directors (or, if none, comparable governing body) of the ultimate parent company or the delegate thereof.

As amended hereby, the Plan is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Company has adopted and executed this Second Amendment on the date specified below to be effective as of February 26, 2017.

SPECTRA ENERGY CORP

By: _____
Name: Dorothy M. Ables
Title: Chief Administrative Officer
Date: February 26, 2017

ENBRIDGE INC.
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	For the Year Ended December 31,				
	2017	**2016**	**2015**	**2014**	**2013**
	(dollars in millions, except ratio amounts)				
Earnings/(loss)	$ 3,266	$ 2,309	$ (159)	$ 1,562	$ 490
Add: Income tax (recovery)/expense	(2,697)	142	170	611	123
Less: Income from equity investments	(1,102)	(428)	(475)	(368)	(330)
Earnings/(loss) from continuing operations before income taxes and noncontrolling interests	(533)	2,023	(464)	1,805	283
Add: Fixed Charges	3,121	2,057	2,120	1,597	1,243
Distributed income of equity investees	1,264	827	727	565	701
Less: Interest capitalized	(391)	(321)	(353)	(416)	(250)
Preferred dividend requirements of consolidated subsidiaries	(35)	(2)	(2)	(2)	(2)
Total earnings as adjusted	$ 3,426	$ 4,584	$ 2,028	$ 3,549	$ 1,975
Fixed Charges					
Interest expense - net	$ 2,556	$ 1,590	$ 1,624	$ 1,129	$ 947
Estimated interest portion of rental expense	174	146	143	52	46
Interest capitalized	391	321	353	416	250
Fixed Charges	$ 3,121	$ 2,057	$ 2,120	$ 1,597	$ 1,243
Preferred dividend pre-tax income requirements	58	313	(20)	357	266
Combined fixed charges and preferred dividends	3,179	2,370	2,100	1,954	1,509
Ratio of earnings to fixed charges[1]	1.1	2.2	1.0	2.2	1.6
Ratio of earnings to fixed charges and preferred dividends	1.1	1.9	1.0	1.8	1.3

[1] The ratio coverage in 2015 was less than 1:1. We would have needed to generate additional earnings of $92 million to achieve a coverage ratio of 1:1 in 2015.

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-145236, 333-127265, 333-13456, 333-97305, 333-6436 and 333-216272), Form F-3 (File Nos. 333-185591, 33-77022 and 333-221507) and Form F-10 (File Nos. 333-213234 and 333-220471) of Enbridge Inc. of our report dated February 16, 2018 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Chartered Professional Accountants
Calgary, Alberta

February 16, 2018