

IRREVOCABLE AND TRANSFERABLE STANDBY LETTER OF CREDIT

Letter of Credit No: _____ Date of Issue: _____, 20__

Date of Expiry: _____, 20__

Beneficiary: [Spectra Energy affiliate name and address]

Applicant: [Applicant name and address]

Issuer: [Name of Bank]

Issuer hereby establishes this irrevocable and transferable standby letter of credit in favor of Beneficiary for the account of Applicant for the aggregate amount of up to \$_____ available to Beneficiary by presenting sight draft(s) to Issuer at Issuer's counters at its office at [address] when accompanied by a signed and dated statement by a purported officer of Beneficiary certifying what appears to convey the same meaning as one or more of the following, as applicable:

1. The amount drawn herein is to satisfy obligations of Applicant between Beneficiary and Applicant. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____. Beneficiary further certifies that supporting documents when required were presented to Applicant and that Applicant has not satisfied its obligations; or,
2. This Letter of Credit will expire in less than thirty (30) days and Beneficiary has not received an extension of said Letter of Credit or other acceptable replacement collateral from Applicant. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____. Upon timely receipt of an amendment extending this Letter of Credit, this drawing is to be considered automatically rescinded; or
3. Issuer no longer has one of the following: an individual rating of at least "A-" from Fitch Investor Service, Inc., or a long-term senior unsecured debt rating of at least "A-" by Standard & Poor's Rating Group, or a long-term senior unsecured debt rating of at least "A3" by Moody's Investor Services, Inc., and Applicant has not caused a replacement Letter of Credit from an alternate financial institution acceptable to Beneficiary to be issued to Beneficiary. Wherefore, the undersigned Beneficiary does hereby demand payment of \$_____.

SPECIAL TERMS AND CONDITIONS

1. Partial and multiple drawings are allowed hereunder. The amount that may be drawn by Beneficiary under this Letter of Credit shall be automatically reduced by the amount of any payments made through Issuer referencing this Letter of Credit.
2. This Letter of Credit shall automatically extend without amendment for periods of one year each from the present or any future expiry date unless Issuer notifies Beneficiary in writing at least sixty (60) days prior to such present or future expiry date, as applicable, that Issuer elects not to further extend this Letter of Credit.
3. Notwithstanding anything to the contrary contained in Rule 6 of the ISP98 (as defined below), this Letter of Credit is transferable and the proceeds hereunder are assignable, without charge any number of times, but only in the amount of the full unutilized balance hereof and not in part and with the approval of Applicant which consent shall not be unreasonably withheld, conditioned or delayed.
4. The term "Beneficiary" includes any permitted transferee or successor by operation of law of the named beneficiary to this Letter of Credit, including, without limitation, any liquidator, any rehabilitator, receiver or conservator.
5. Presentations for drawing may be delivered in person, by mail, by express delivery, by facsimile or by Portable Document Format (PDF).
6. All Bank charges are for the account of Applicant.
7. Issuer shall honour Beneficiaries demand for payment without inquiring whether Beneficiary has a right between itself and Applicant to make such a demand.
8. This letter of credit may be cancelled prior to the expiry date upon receipt by Issuer of the original letter of credit and Beneficiary's signed letter addressed to Issuer requesting cancellation of the letter of credit. Such cancellation shall be effective on the date of receipt by Issuer.
9. Issuer hereby agrees with Beneficiary that documents presented for drawing in compliance with the terms of this Letter of Credit will be duly honored for immediate payment upon presentation at Issuer's counters at its office located at [address] if presented on or before [time] on the expiry date, in accordance with Beneficiary's payment instructions specified at the time of presentation. If requested by Beneficiary, payment under this Letter of Credit may be made by wire transfer of immediately available funds to Beneficiary's account as specified by Beneficiary at the time of presentation.
10. Notwithstanding anything to the contrary contained in Rule 5 of the ISP98, notice of dishonor of this Letter of Credit must be given within three business days after presentation, and such notice of dishonor must be given to Beneficiary in addition to any other person entitled to receive such notice of dishonor. A presentation must be duly honored by immediate payment upon the determination by Issuer that a presentation complies with this Letter of Credit and any oral or written statement by Issuer that a presentation is complying will be sufficient evidence of such determination.

11. At Beneficiary's request prior to the expiration of this Letter of Credit, Issuer will issue a replacement letter of credit (having the same terms and conditions as this Letter of Credit and any accepted amendments thereto) to Beneficiary if the Beneficiary returns the mutilated original Letter of Credit to Issuer or if Beneficiary certifies to the Issuer that the original Letter of Credit has been lost, stolen or destroyed and provides the Issuer with a reasonably acceptable indemnity from a reasonably acceptable indemnitor.
12. Unless otherwise expressly stated herein, this Letter of Credit is subject to International Standby Practice 98 ("ISP98") as published by the International Chamber of Commerce. Matters not covered by this standard shall be governed and construed in accordance with the laws of the Province of Ontario and applicable Canadian federal law, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Issuer Signature: