

TAX ELECTION INSTRUCTIONS FOR THE DISPOSITION OF COMMON STOCK OF SPECTRA ENERGY CORP (“Spectra Energy”) TO ENBRIDGE INC (“Enbridge”) (“TAX ELECTION PACKAGE”)

The tax election process is time sensitive. Your immediate attention to the matters contained herein is strongly recommended.

The deadline for action has been extended from April 28, 2017 (60 days after the Closing Date) to the end of the business day on **May 29, 2017.**

All capitalized terms used in this document, not otherwise defined herein, have the meaning described in the F-4 Proxy Statement/Prospectus (“F-4 Proxy Statement”) filed with the U.S. Securities & Exchange Commission in connection with this matter. A complete version of the F-4 Proxy Statement may be [viewed on the U.S. Securities and Exchange Commission EDGAR System website](#).

DISCLAIMER

The Tax Election Package is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations. The income and other tax consequences of acquiring, holding or disposing of securities will vary depending on a stockholder’s particular status and circumstances, including the country, province or territory in which the stockholder resides or carries on business. The Tax Election Package is not intended to be, nor should it be construed to be, legal or tax advice to any particular stockholder. No representations are made with respect to the income tax consequences to any particular stockholder. Stockholders should consult their own tax advisors for advice with respect to the income tax consequences of the Merger and Canadian Exchange Offer in their particular circumstances, including the application and effect of the income and other tax laws of any applicable country, province, state or local tax authority.

This summary does not discuss any non-Canadian income tax or other tax consequences of the Merger or the Canadian Exchange Offer. Stockholders resident or subject to taxation in a jurisdiction other than Canada should be aware that the Merger may have tax consequences both in Canada and in such other jurisdiction. Such consequences are not described herein. Stockholders should consult with their own tax advisors with respect to their particular circumstances and the tax considerations applicable to them.

Please review the Tax Election Package very carefully and consult your own tax advisor as to the proper completion of the tax elections described herein. You are also advised to review Information Circular 76 19R3 and Interpretation Bulletin IT 291R3 issued by the Canada Revenue Agency (“CRA”) for additional information.

27 February 2017

Dear Stockholder:

This Tax Election Package is available to Canadian Spectra Energy stockholders who accept the **Canadian Exchange Offer** by entering into the **Canadian Share Purchase Agreement** within the time limits, in order to exchange Spectra Energy common stock ("Spectra Energy Stock") for Enbridge common shares ("Enbridge Shares"). [A copy of the Canadian Share Purchase Agreement is available via the Enbridge website.](#)

For the purposes of this Tax Election Package, the term "Canadian Spectra Energy stockholder" refers to each holder of Spectra Energy Stock who is (i) a resident of Canada for the purposes of the income Tax Act (Canada) ("Canadian Tax Act") or (ii) a partnership, at least one partner of which is a resident of Canada for the purposes of the Canadian Tax Act.

If you have any further questions or concerns regarding this Tax Election Package, please do not hesitate to contact our toll-free Help Line at 1-844-638-0201 which will become active immediately after the Closing Date (February 27, 2017).

OVERVIEW

On September 5, 2016, Spectra Energy entered into the Merger Agreement with Enbridge and Sand Merger Sub, Inc. ("**Merger Sub**"), a direct wholly owned subsidiary of Enbridge. The Merger Agreement provides for the combination of Spectra Energy and Enbridge through a stock-for-stock merger, after which Spectra Energy will become a direct wholly owned subsidiary of Enbridge.

The "**Closing Date**" is the date on which the Merger is completed, and it will occur on the third business day after all of the conditions set out in the Merger Agreement have been waived. At that time, each Spectra Energy stockholder will receive Merger Consideration, consisting of 0.984 of an Enbridge Share for each share of common stock of Spectra Energy.

The Closing Date is February 27, 2017.

Availability of the Tax Election

A Canadian Spectra Energy stockholder who disposes of Spectra Energy Stock in consideration for Enbridge Shares pursuant to the Canadian Exchange Offer may make a joint election (the "**Tax Election**") with Enbridge pursuant to Section 85 of the Canadian Tax Act.

It is the sole responsibility of the Canadian Spectra Energy stockholder who wishes to take advantage of the tax deferral provided for by Section 85 of the Canadian Tax Act (and any corresponding provincial or territorial legislation) to:

- i. Accept the Canadian Exchange Offer as set out in the Merger Agreement by duly completing and delivering two copies of the Canadian Share Purchase Agreement to Enbridge, on or before the day that is three days prior to the Closing Date. Canadian Spectra Energy stockholders are urged to address this matter immediately.
- ii. Complete a valid Tax Election under Section 85 of the Canadian Tax Act (and any corresponding provincial or territorial legislation) to elect with Enbridge to defer all or part of the capital gain. Enbridge, Spectra Energy, Merger Sub or any nominee thereof will not be responsible for the proper completion of any Tax Election form, except for the

obligation of Enbridge to sign and file with the CRA (and any applicable provincial or territorial taxation authority) such duly completed Tax Elections that are received by Enbridge by the end of the business day on May 29, 2017. Enbridge, Spectra Energy, Merger Sub or any nominee thereof will not be responsible or liable for taxes, interest, penalties, damages or expenses resulting from the failure by anyone to properly complete any part of the Tax Election. Canadian Spectra Energy stockholders should consult with their own tax advisors with respect to the proper completion of the Tax Election.

A Canadian Spectra Energy stockholder who disposes of his, her or its Spectra Energy Stock in consideration for Enbridge Shares pursuant to the Canadian Exchange Offer is herein referred to as an “**Exchange Offer Shareholder**”.

Purpose of the Tax Election

For Canadian income tax purposes, the exchange of the Spectra Stock for Enbridge Shares would generally be a taxable event resulting in a capital gain (or capital loss) to the extent that the fair market value (“**FMV**”) of the Spectra Energy stock exchanged exceeds (or is exceeded by) the Canadian Spectra Energy stockholder’s adjusted cost base (“**ACB**”) plus any reasonable costs incurred by the Canadian Spectra Energy stockholder in connection with the exchange, provided the property is held on account of capital.

However, an Exchange Offer Shareholder may have the option to elect to have the provisions of Section 85 of the Canadian Tax Act apply to this exchange in order to defer all or a portion of the gain that would otherwise arise and be subject to Canadian tax.

Who Should File the Election

Making the Tax Election to take advantage of the tax deferral is at the discretion of each Exchange Offer Shareholder. It is up to each Exchange Offer Shareholder to determine whether such stockholder is eligible to make a Tax Election, and whether filing the Tax Election is in the Exchange Offer Shareholder’s best interest. Since the only effect of the Tax Election under these circumstances is to defer the gain on the disposition of Spectra Energy Stock, there should be no need to file an election for Spectra Energy Stock held in tax-deferred accounts, including trusts governed by registered retirement savings plans (“**RRSPs**”), registered retirement income funds (“**RPPs**”), registered education savings plans (“**RESPs**”) and tax-free savings accounts (“**TFSAs**”).

Section 85 Tax Election

In order to have Section 85 of the Canadian Tax Act apply to defer a gain on the exchange of Spectra Energy Stock for Enbridge Shares, the Canadian Tax Act requires that a joint election be filed by the transferor of the Spectra Energy Stock (i.e., the Exchange Offer Shareholder) and the transferee of the Spectra Energy Stock (i.e., Enbridge). If the Exchange Offer Shareholder chooses to have Section 85 of the Canadian Tax Act apply to this exchange, it is necessary to complete a specific election form which is prescribed under Canadian tax law:

- For Exchange Offer Shareholders that are individuals, trusts, or corporations, the prescribed form is Form T2057.
- For Exchange Offer Shareholders that are partnerships, the prescribed form is Form T2058.

- Other provincial election forms, such as for residents of Quebec, may be required.

The relevant form is to be completed in part by the Exchange Offer Shareholder and in part, by Enbridge. Although Enbridge must be a party to the Tax Election, determining the “Agreed Amount” (i.e., the amount at which the disposition of Spectra Energy stock is deemed to occur for tax purposes) is the responsibility of each Exchange Offer Shareholder (determined within the limits provided for under section 85 of the Canadian Tax Act). The determination of the Agreed Amount is discussed further on page 10.

To prevent a gain from being recognized, the Agreed Amount will typically be the Exchange Offer Shareholder’s ACB in the Spectra Energy stock for Canadian tax purposes.

PROCESS FOR COMPLETION OF THE TAX ELECTION

The following are the key steps and deadlines with respect to making the Tax Election:

1. Complete the Tax Election

Enbridge will only make a Tax Election with an Exchange Offer Shareholder, who:

- has properly completed and executed the required tax election forms (Form T2058 for partnerships; Form T2057 for all Exchange Offer Shareholders that are not partnerships; and a copy of any applicable provincial or territorial election forms) (collectively, the “**Tax Election Forms**”);
- has agreed to and signed the Manual Terms & Conditions of Use (Appendix A); and
- has ensured the completed Tax Election Forms (Appendix B), the signed Manual Terms & Conditions of Use and signing authorizations, if applicable, have been received by Enbridge **by the close of the business day on May 29, 2017**

All Tax Election Forms should be delivered or mailed to Enbridge at the following address:

**Enbridge Inc.
200, 425 – 1st Street S.W.
Calgary, Alberta T2P 3L8
Attention: Tax Compliance Manager
Canadian Tax Election**

The Tax Election Forms must be properly completed and executed by the Exchange Offer Shareholder. If you held your Spectra Energy stock through more than one entity, a separate Tax Election is required for each entity. The proper completion and accuracy of the Tax Election Forms is the sole responsibility of the Exchange Offer Shareholder.

In order to encourage the use of the web-based process and to avoid distributing excess paper, the actual tax election forms have not been mailed to Exchange Offer Shareholders. The web-based process [can be accessed via this webpage](#) after the Closing Date. If printed forms are required, Exchange Offer Shareholders are encouraged to phone the toll-free Help Line at 1-844-638-0201 to request such forms. Once requested, the appropriate forms, pre-populated with Enbridge’s information, will be mailed directly to you.

Web Based Process

Exchange Offer Shareholders can go to the secure website set up specifically for this election process. This website is referred to as the “**Section 85 Election Assistant**” throughout this guide and [can be accessed via this webpage](#).

Exchange Offer Shareholders will note, that prior to submitting information through the Section 85 Election Assistant that a unique “transaction ID” will be provided to you. The transaction ID will be necessary in order to obtain assistance regarding a particular election through the toll-free Help Line. The Help Line number is 1-844-638-0201.

Manual Process

For those Exchange Offer Shareholders that choose not to, or who are not eligible, to use the Section 85 Election Assistant to complete their election forms, the following section illustrates the information required to be provided by an Exchange Offer Shareholder to complete the Form T2057.

Do not write the required information on these instructions - the federal and Quebec Tax Election Forms (pre-populated by Enbridge) are attached to this guide as Appendix B.

Page 1 of Form T2057

Provide the information in this first box for the Exchange Offer Shareholder making the election:

Taxpayer’s name (transferor)		Social insurance number or Business number	
Address		Postal code	
Tax year of the taxpayer from	Year Month Day From	Year Month Day to	Tax services office

The taxation year for individuals is generally January 1, 2017 to December 31, 2017. Exchange Offer Shareholders who are not individuals should consult their own tax advisors regarding the applicable taxation year for their particular circumstances.

Your Tax Service Office (“**TSO**”) can be obtained from your Notice of Assessment received from the CRA for your most recently filed income tax return.

Alternatively, Spectra Energy Stockholders can call the CRA at 1-800-959-8281 (individuals) or 1-800-959-5525 (corporations and trusts). A complete TSO listing [can be found on the CRA’s website](#).

Provide the information in this box regarding co-owners if the Spectra Energy stock are held in joint ownership; otherwise enter "N/A":

Name of co-owner(s), if any (if more than one, attach schedule giving similar details)		Social insurance number (SIN) 	
Address		Postal code	Tax services office

Enbridge will complete the next section as follows:

Name of corporation (transferee) Enbridge Inc.			Business number 119653384 RC 0001	
Address 200, 425 – 1st Street SW, Calgary, AB			Postal code T2P 3L8	
Tax year of the corporation from	Year Month Day From 2017-01-01	to	Year Month Day 2017-12-31	Tax services office Edmonton
Name of person to contact for additional information			Area code	Telephone number

Complete the next section, by providing the Exchange Offer Shareholder's name and telephone number or, if appropriate, the name and telephone number of the representative (Please note, Enbridge or Spectra Energy will not act as the contact person for any Exchange Offer Shareholder):

Name of person to contact for additional information	Area code	Telephone number
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The last section of page 1 of Form T2057 is not applicable.

Page 2 of Form T2057

Enbridge will complete the answers to the first five questions as follows:

- 1 – Is there a written agreement relating to this transfer? Yes No
- 2 – Does a price adjustment clause apply to any of the properties? (See the Income Tax Folio S4-F3-C1 for details.) Yes No
- 3 – Do any persons other than the taxpayer own or control directly or indirectly any shares of any class of the transferee? Yes No
- 4 – Does a non-arm's length rollover exist between 2 or more corporations? Yes No
 - a) Have all or substantially all (90% or more) of all the properties of the corporation(s) been transferred to the transferee corporation? **N/A** Yes No

Exchange Offer Shareholders should answer the following question based on their particular circumstances. Note: The Tax Election is only available to Canadian Spectra Energy stockholders as that term is defined herein who accept the Canadian Exchange Offer by entering into the Canadian Share Purchase Agreement

- 5 – Is the taxpayer a non-resident of Canada? Yes No

Exchange Offer Shareholders should answer the following questions based on their particular circumstances.

- 6 – Are any of the properties transferred capital properties? Yes No

Whether the Spectra Energy stock are capital properties for purposes of the Canadian Tax Act to a particular Exchange Offer Shareholder is a question of fact and law that must be determined by each Exchange Offer Shareholder based on consideration of all the relevant facts and circumstances. See discussion on pages 102-106 of the F-4 Proxy Statement in section "Certain Canadian Federal Income Tax Consequences of the Merger and the Canadian Exchange Offer" for more information. Exchange Offer Shareholders are solely responsible for determining whether their Spectra Energy stock are capital properties for purposes of the Canadian Tax Act and are urged to consult with their own tax advisors in this regard.

If the answer to question 6 is Yes, Enbridge will complete the answer to the next question under a) as follows. The Exchange Offer Shareholder should answer question b).

If yes,

- a) have they been owned continuously since Valuation Day? Yes No
- b) have they been acquired after Valuation Day in a transaction considered not to be at arm's length? Yes No

Exchange Offer Shareholders who hold their Spectra Energy stock as capital property and acquired their Spectra Energy stock in an arm's length transaction for purposes of the Canadian Tax Act should check "No".

Enbridge will complete the answers to the next four questions as follows:

- c) since Valuation Day, has the taxpayer or any person from whom shares were acquired in a non-arm's length transaction received any subsection 83(1) dividends for transferred shares? (If yes, provide details of amounts and dates received, and attach a schedule.) Yes No
- 7 - Is the agreed amount of any of the transferred properties based on an estimate of fair market value on Valuation Day? Yes No
- a) If yes, does a formal documented Valuation Day value report exist? **N/A** Yes No
- 8 - Has an election under subsection 26(7) of the *Income Tax Application Rules* (Form T2076) been filed by or on behalf of the taxpayer? Yes No

The next section is not applicable and, therefore, Enbridge will complete the next section as follows:

Where shares of the capital stock of a private corporation are included in the property disposed of, provide the following:		
Name of corporation N/A	Business number N/A	Paid-up capital of shares transferred under the ITA N/A

Exchange Offer Shareholders must complete the information in the blank box in the next section, as follows:

Number of shares transfer received	Class of shares	Redemption value per share	Paid-up capital under the ITA	Voting or non-voting	Are shares retractable? *
	Common	N/A	per subsection 85(2.1)	Voting	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<div style="border: 1px solid blue; padding: 2px; width: fit-content;"> Enter the number of Enbridge Shares received in exchange for Spectra Energy Shares. </div>					<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No

Page 3 of Form T2057

The Closing Date of February 27, 2017 has been entered in this section at the top of page 3:

Date of sale or transfer of all properties listed below:	Year	Month	Day
	2 0 1 7	0 2	2 7

Exchange Offer Shareholders who do not hold their Spectra Energy stock as capital properties should consult with their own tax advisors to determine the presentation and amounts to be entered on page 3 of form T2057.

Complete the following section as set out below.

	Property disposed of			Agreed amount (cannot be zero) B	Amount to be reported B - A (if greater than 0, see note 4)	Consideration received		
	Description	Elected amount limits*				Non-share Description	Share Number and class	Fair market value of total consideration
		Fair market value	A					
Capital property excluding depreciable property	(Brief legal) (Column A)	(Column B)	(see note 1) (Column C)	(Column D)	(Column E)	(Column F)	(Column G)	(Column H)

Column A	Enter the number of Spectra Energy Stock sold in exchange for the Enbridge shares, followed by the description “Spectra Energy Corp common shares”
Column B	<p>Enter the total FMV of the Spectra Energy Stock sold in exchange for the Enbridge Shares.</p> <ul style="list-style-type: none"> • Please see page 10 of this Tax Election Package for a discussion of the measurement of FMV of the Spectra Energy Stock and the Enbridge Shares.
Column C	<p>If the Spectra Energy Stocks are capital properties to the Exchange Offer Shareholder for purposes of the Canadian Tax Act, enter the ACB of the Spectra Energy Stock disposed of immediately before the exchange of Spectra Energy Stock for Enbridge Shares.</p> <ul style="list-style-type: none"> • Do not report your ACB on a per share basis - report the aggregate ACB for all of the Spectra Energy Stock held at the time by the Exchange Offer Shareholder and that were disposed of for Enbridge Shares. • The rules on determining the ACB for Canadian income tax purposes are complex. Neither Spectra Energy nor Enbridge has access to information that can assist Exchange Offer Shareholders in determining their particular ACB. • Exchange Offer Shareholders should consult their own tax advisors with respect to the amount of ACB of their Spectra Energy Stock and any other questions they may have regarding this aspect of the Tax Election. Neither Enbridge nor Spectra Energy will provide assistance in determining a specific Exchange Offer Shareholder’s ACB or any other relevant amount to be entered in this section outside of the general information already provided in this Tax Election Package.
Column D	<p>Enter the “Agreed Amount”.</p> <ul style="list-style-type: none"> • In general, subject to the detailed rules in section 85 of the Canadian Tax Act, Exchange Offer Shareholders who wish to defer the recognition of a capital gain will ordinarily elect at an agreed amount equal to the ACB of the Spectra Energy Stock immediately before the exchange and any reasonable costs of disposition. Please see pages 10 of this Tax Election Package for additional discussion of the Agreed Amount. • Exchange Offer Shareholders are strongly encouraged to consult their own tax advisors regarding the determination of the agreed amount in respect of their Spectra Energy stock having regard to their particular circumstances.
Column E	Enter amount of difference (B – A), if greater than \$0.
Column F	<p>Insert the cash received on the transaction received.</p> <ul style="list-style-type: none"> • Under the terms of the Merger Agreement, Enbridge will not issue a fractional Enbridge Share in connection with the exchange of Spectra Energy Stock for Enbridge Shares and Spectra Energy Stockholders will receive cash consideration in lieu of such fractional share as described under the section “No Fractional Shares” on page 116 of the F-4 Proxy

	Statement.
Column G	<p>Enter the number of Enbridge Shares received in exchange for the Spectra Energy stock followed by the description “Enbridge Inc. common shares”.</p> <ul style="list-style-type: none"> Each Spectra Energy Stockholder otherwise entitled to a fractional interest in a Enbridge Share will receive the nearest whole number of Enbridge Shares, with such number of shares rounded down to the next whole Enbridge Share as described under the section “No Fractional Shares” on page 116 of the F-4 Proxy Statement.
Column H	<p>Enter the total FMV of the Enbridge Shares received by Exchange Offer Shareholder in exchange for Spectra Energy Stock.</p> <ul style="list-style-type: none"> Please see page 10 of this Tax Package for a discussion on the measurement of FMV of Spectra Energy Stock and Enbridge Shares.

Although Enbridge will not review the contents of the federal, provincial or territorial Tax Election for accuracy, where Enbridge receives a federal, provincial or territorial Tax Election Form and the Agreed Amount(s) do not appear to comply with the limitations set forth in section 85 of the Canadian Tax Act (or corresponding provisions of any applicable provincial or territorial tax election), the federal, provincial or territorial Tax Election Form may be returned to the Exchange Offer Shareholder without being executed.

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The Exchange Offer Shareholder must sign in the last box as indicated:

Protected B when completed

Election and Certification

The taxpayer **and** corporation hereby jointly elect under subsection 85(1) in respect of the property specified, and certify that the information given in this election, and in any documents attached, is to the best of their knowledge, correct and complete.

Signature of Transferor, of **Authorized Officer** or Authorized Person* **and** _____
Signature of **Authorized Officer** of Transferee

Date

* Attach a copy of the authorizing agreement

Privacy Act, Personal Information Bank number CRA PPU 047

Exchange Offer Shareholder should sign here.

An authorized officer of Enbridge will sign on this line.

An authorized officer of Enbridge will insert the appropriate date at the time of execution.

Estimate of Fair Market Value (“FMV”)

The FMV of the Spectra Energy stock sold in exchange for the Enbridge Shares must be determined on a reasonable basis. There is no specific method prescribed by the CRA for determining the FMV of a share or unit, nor is there any clear published guidance in this respect.

The value of the Merger Consideration payable per share of Spectra Energy Stock is a fixed fraction of an Enbridge common share. As a result, the value of the Merger Consideration that

an Exchange Offer Shareholder will receive can only be determined upon the completion of the Merger on the Closing Date.

The New York Stock Exchange closing price of Enbridge Shares, on the last day of trading immediately preceding the Closing Date converted to Canadian dollars using the Bank of Canada noon day rate, will be posted on the Enbridge website.

The New York Stock Exchange Closing Price of Enbridge shares on the last day of trading immediately preceding the Closing Date, converted to Canadian dollars using the Bank of Canada noon day rate was: \$54.16 Canadian dollars.

Enbridge makes no explicit or implicit representation to the accuracy of the FMV. Enbridge accepts no responsibility for any consequences that may result from an Exchange Offer Shareholder's use FMV for any purpose. Exchange Offer Shareholders should consult their own tax advisors for guidance on this point.

Agreed Amount

The Agreed Amount (also referred to as the "Elected Amount") is determined by each Exchange Offer Shareholder, within certain limits, and such amount is deemed to be the proceeds of disposition that the particular Exchange Offer Shareholder is required to report on their Canadian income tax return to calculate any gain or loss on the disposition of the Spectra Energy Stock.

The Agreed Amount must be within the following limits:

- a) the Agreed Amount in respect of the Spectra Energy Stock may not be less than the lesser of the ACB to the Exchange Offer Shareholder of the Spectra Energy stock, determined at the time of disposition, and the FMV of the stock at that time;
- b) the Agreed Amount may not exceed the FMV of the Spectra Energy stock at the time of the disposition; and
- c) the Agreed Amount may not be less than the amount of any cash received on the disposition (including cash received in lieu of fractional Enbridge Shares).

An Exchange Offer Shareholder may choose any Agreed Amount within the above limits.

If the FMV of the Spectra Energy Stock is less than the ACB for any particular Exchange Offer Shareholder resulting in a loss on the exchange, then the particular Exchange Offer Shareholder does not need to file a Tax Election. The Tax Election is only available to defer a gain on a disposition of eligible property and, accordingly, does not apply in cases where a loss results from the disposition.

Requirement to file provincial tax election

In order to achieve a deferral of tax in some provinces or territories similar to that resulting from the federal Tax Election, it may be necessary to file a separate copy of the Tax Election or a separate provincial or territorial tax election analogous to the Tax Election with the taxing authority of such province or territory. Enbridge will also make such a provincial or territorial tax election with an Exchange Offer Shareholder under the same conditions that it is willing to make the Tax Election. Exchange Offer Shareholders are entirely responsible for determining whether any separate provincial or territorial election is applicable and appropriate in their

circumstances and, if so, obtaining, completing and forwarding the related forms to Enbridge (at the address listed above) for execution by Enbridge.

Authority to sign the Tax Election

Enbridge will assume that any representative that signs the Tax Election Forms on behalf of a corporation, trust, partnership or estate has been duly authorized to do so, and will not take any action to verify the validity of any such authorization. Exchange Offer Shareholders that are corporations, trusts, partnerships or estates should consult their own legal advisors in determining whether such authorization has been properly given.

2. Return the Tax Election Form to Enbridge

In order to make a Tax Election, the applicable Tax Election Forms must be signed, completed and forwarded to Enbridge for signature at the address stated in step 1 along with the signed Manual Terms & Conditions of Use.

The Tax Election Forms must be completed and received by Enbridge by the end of the business day on May 29, 2017.

Enbridge agrees to jointly elect with the Exchange Offer Shareholder and to support the Tax Election process for properly completed Tax Election Forms that are received by Enbridge up to and including the Tax Election Filing Deadline.

Enbridge will have no obligation to execute Tax Election Forms received after the Tax Election Filing Deadline or to provide any support for the filing process.

If a Tax Election Form received by Enbridge before the Tax Election Filing Deadline contains obvious errors or omissions, Enbridge will return the Tax Election Form to the Exchange Offer Shareholder for revisions. Such Exchange Offer Shareholder must ensure that the revised Tax Election Form is returned to Enbridge by the Tax Election Filing Deadline.

3. Execution and Filing of the Tax Election by Enbridge

Enbridge will execute all properly completed Tax Elections Forms submitted to it with a signed Manual Terms & Conditions of Use and signing authorizations, if applicable, by an Exchange Offer Shareholder in the time and manner specified herein, and will deliver such Tax Election Forms to the CRA and/or provincial taxing authority.

A copy of the executed Tax Election Form will be mailed to the Exchange Offer Shareholder.

APPENDIX A

Manual Terms & Conditions of Use

Manual Terms & Conditions of Use

NOTE: A completed and signed copy of these Terms & Conditions of Use must accompany the Tax Election Forms mailed to Enbridge.

The following terms and conditions constitute an agreement between you and Enbridge Inc. ("Enbridge") with respect to the completion and filing of the pre-populated manual election forms and the use of the associated toll-free Help Line.

Please indicate by signing below that you have read and understood these terms and conditions and agree to be bound by them.

No Professional Advice or Client Relationship. Nothing in this Tax Election Package or provided to you in connection with this Tax Election Package (including via telephone or e-mail) establishes a client relationship between you and Enbridge or between you and any other person. This Tax Election Package and any information provided to you in connection with this Tax Election Package (including via telephone or e-mail) are provided as a courtesy for informational purposes only. Such information should not be regarded as comprehensive or a substitute for appropriate legal, tax or accounting advice addressing your particular circumstances. Before filing your tax election or taking any particular course of action, you should contact a professional tax advisor to discuss these matters in the context of your particular circumstances.

No Warranty -- "As Is". This Tax Election Package and any information provided to you in connection with this Tax Election Package (including via telephone or e-mail) are provided and without warranty of any kind, express or implied. All warranties and conditions of quality, either express or implied, are disclaimed, including without limitation any warranties of fitness for a particular purpose or use, accuracy, completeness and any warranties that the Tax Election Package (or the associated telephone Help Line) will be error-free.

Use of Election Package etc. is at Your Sole Risk. This Tax Election Package and any information provide in connection with this Tax Election Package (including via telephone or e-mail) are provided as a courtesy for the sole purpose of facilitating the filing of the Section 85 tax election by a Canadian Spectra Energy stockholder who exchanged their stock of Spectra Energy pursuant to the Canadian Exchange Offer for common shares of Enbridge in connection with Merger described in the Proxy Statement of Spectra Energy Corp/Prospectus of Enbridge dated November 14, 2016 (the "F-4 Proxy Statement") and are not to be used for any other purpose. Neither Enbridge nor any other party accepts any responsibility nor will be in any way liable to you (or to any other party) for any direct, indirect or consequential loss, damage, cost or expense of any kind whatsoever arising out of or relating to the filing of any tax election or your use of, or reliance upon, this Tax Election Package or any information provided to you in connection with this Tax Election Package (including via telephone or e-mail).

Without limitation, in no event shall Enbridge or any other party be liable to you (or to any other party) for

- (1) any loss, damage, cost or expense arising out of or resulting from omissions, errors or inaccuracies in information provided to you;
- (2) any loss, damage, cost or expense arising out of or relating to the transmission, use or disclosure of your confidential or personal information; or

- (3) any direct, indirect, consequential, incidental, punitive or special damages (including taxes, lost revenues, lost profits, lost data, lost opportunities or loss of prospective economic advantage) suffered by you or any other party; even if Enbridge or any other party has been advised of the possibility of such losses, damages, costs or expenses.

Third Party Beneficiaries. Enbridge's personnel, agents, service providers and any other party involved in filing any tax elections or creating, delivering or managing this Tax Election Package or any information provided to you in connection with this Tax Election Package (including via telephone or e-mail) shall have the express benefit of this agreement and shall have the right to rely upon and enforce its terms.

Personal Information. Any personal information provided by you in connection with this Tax Election Package will be used only for the purposes for which it is provided. For these purposes your personal information may be disclosed to Enbridge's personnel, agents, advisors and service providers. Enbridge and its advisors and service providers will use commercially reasonable efforts to maintain the confidentiality of your personal information. However, there are inherent risks associated with the mailing or electronic delivery of information, risks which you hereby expressly accept and agree to.

Governing Law. This agreement and your use of this Tax Election Package and any information provided in connection with this Tax Election Package (including via telephone or e-mail) shall be governed by the laws of the Province of Alberta (Canada) and any dispute arising out of or related to this Tax Election Package or any such information shall be resolved exclusively before the courts of the Province of Alberta.

Entire Agreement. These terms and conditions constitute the parties' entire agreement relating to use of the Tax Election Package and any information provided to you in connection with the Tax Election Package (including via telephone and e-mail). They supersede any other commitments, representations or understandings. They may not be modified except by written agreement signed by both parties.

NOTE: Enbridge will not jointly file an election form where the Manual Terms & Conditions of Use:

- a) have not been agreed to by the Canadian Spectra Energy stockholder (see below);
- b) were not signed by the Canadian Spectra Energy stockholder (see below); and
- c) were not delivered along with the Tax Election Forms to Enbridge.

By executing below, **I AGREE** with these Terms and Conditions and to be bound thereby.

Signature: _____

Print name: _____

Date: _____

APPENDIX B

Pre-populated Manual Forms:
(click on the links below to view, download or print)

[T2057](#)

[T2058](#)

[TP518](#)

[TP529](#)