

ATTACHMENT A

AMENDMENT NO. 2 TO

PRECEDENT AGREEMENT

This amendment (“Amendment”), dated as of _____, 2015, is made to that certain Precedent Agreement entered into by and between TENNESSEE GAS PIPELINE COMPANY, L.L.C. (“Transporter”) and LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. (“Shipper”), dated October 24, 2014 (the “Agreement”) and amended on March 23, 2015. Transporter and Shipper are collectively referred to herein as the “Parties.”

WHEREAS, Shipper has filed a Petition for Approval of the Precedent Agreement with the New Hampshire Public Utilities Commission (“New Hampshire Commission”) in Docket No. DG 14-380, asking the New Hampshire Commission to approve the Agreement and Shipper’s TQ of 115,000 dekatherms of natural gas per day (“Dth/d”), of which 15,000 Dth/d are Capacity Exempt Volumes;

WHEREAS, Shipper and Staff of the New Hampshire Commission intend to enter into a Stipulation and Settlement Agreement to resolve all issues between Shipper and Staff in Docket No. DG 14-380, to include an agreement between Shipper and Staff that the Shipper’s TQ in the Agreement shall be 115,000 Dth/d so long as certain conditions are met (the “Stipulation and Settlement”);

WHEREAS, the Stipulation and Settlement will provide that, if certain conditions are not met, the Agreement shall be amended to reflect a reduction of 15,000 Dth/d to Shipper’s TQ, such that Shipper’s TQ shall be 100,000 Dth/d; and

WHEREAS, Transporter and Shipper now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Transporter and Shipper agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by adding a new subsection “ c) ” to Section 4 of the Agreement (Open Season and Reduction of TQ), which shall read as follows:

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- c) Upon written notice to Transporter no later than April 1, 2017, Shipper shall have the right to reduce Shipper's TQ by an amount not to exceed 15,000 Dth/d, if and only if, the following conditions are satisfied: (i) the Stipulation and Settlement has been executed by Shipper and Staff of the New Hampshire Commission; (ii) the Stipulation and Settlement has been approved by the New Hampshire Commission; and (iii) the provisions of Section II (Terms of Agreement), A (Amount of Capacity) of the Stipulation and Settlement require a reduction of Shipper's TQ to 100,000 Dth/d. Within ten (10) business days of Shipper exercising this right to reduce Shipper's TQ, Transporter shall tender to Shipper for execution an Amendment to this Agreement to implement the reduction in Shipper's TQ.

2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

ATTACHMENT A

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

Signature: _____

Name: _____

Title: _____

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

Signature: _____

Name: _____

Title: _____