



Amending Agreement #2 ("Agreement")

THIS AGREEMENT dated as of September 16, 2019, (the "**Effective Date**") between Enbridge Gas Inc. ("**Enbridge**") and Northern Utilities Inc. ("**Shipper**") witnesses that:

WHEREAS Enbridge and Shipper are parties to a Precedent Agreement, dated February 28, 2019 (the "**Contract**");

AND WHEREAS Shipper has requested, and Enbridge has agreed, to revise Shipper's conditions precedent dates as provided in the Contract;

AND WHEREAS the parties wish to amend the Contract to revise the conditions precedent date as herein described;

NOW THEREFORE in consideration of the foregoing recitals and the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Amendment.** The Contract is hereby amended as follows, effective as at the Effective Date:
 - 1.1 By deleting the date "October 31, 2019" in both Subsection 3.2 (a) and Subsection 3.2 (c) and replacing such date, in each Subsection, with "November 30, 2019".
2. **Acknowledgement.** The parties acknowledge that save as otherwise indicated herein, the Contract shall continue unamended, is in all respects confirmed, ratified and preserved.
3. **Definitions.** Capitalized terms that are used but not expressly defined in this Agreement shall have the meanings ascribed to them in the Contract.
4. **Conflict.** In the event of any conflict between this Agreement and the Contract, the terms of this Agreement shall prevail to the extent of any conflict.
5. **Further Assurances.** The parties shall, at all times hereafter at the reasonable request of the other, execute and deliver to the other all such further documents and instruments and shall do and perform such acts as may be necessary to give full effect to the intent and meaning of this Agreement.
6. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without regard to the principles governing the conflict of laws.
7. **Counterparts.** This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

[intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement effective as at the Effective Date.

NORTHERN UTILITIES INC.

By: _____

Authorized Signatory

Name:

Title:

Robert S. Furms
Vice President

ENBRIDGE GAS INC.

By: _____

Authorized Signatory

Name:

Title:

Chris Shorts
Director S&T Sales