

THIS AMENDING AGREEMENT is made the 26th day of April, 2013.

BETWEEN:

TRANSCANADA PIPELINES LIMITED, a corporation organized under the laws of Canada ("**TransCanada**"); and

ENBRIDGE GAS DISTRIBUTION INC., a corporation incorporated under the laws of Ontario ("**Enbridge**");

(TransCanada and Enbridge are collectively referred to as the "**Parties**").

RECITALS:

- A.** The Parties entered into a Memorandum of Understanding dated January 28, 2013 (the "**MOU**") for the purposes of optimizing use of existing natural gas transportation infrastructure in and around the GTA, planning for future infrastructure to meet medium and long term needs in a coordinated fashion, ensuring reliability, and managing infrastructure costs and risks, all in connection with the construction by Enbridge of the Enbridge Pipeline and obtaining the corresponding Regulatory Approvals.
- B.** The MOU provides that TransCanada is required to select Election #1, Election #2 or Election #3 on or before the Election Date of April 29, 2013.
- C.** In accordance with Section 3.2(c) of the MOU, Enbridge has amended the GTA Project application to the OEB to reflect the Application Amendment to modify the size of the Enbridge Pipeline from NPS 36 to NPS 42.
- D.** The Parties indicated a preference towards the TBO Agreement and thus did not agree on the Term Sheet by the Term Sheet date.
- E.** The Parties have agreed that the Enbridge Pipeline should remain sized at NPS 36.
- F.** The Parties wish to amend certain provisions of the MOU to allow for an extension of the Election Date on the terms and subject to the conditions set out in this Amending Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Definitions

Whenever used in this Amending Agreement, capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the MOU.

2. Certain Rules of Interpretation

Section 1.2 of the MOU is incorporated by reference and shall apply to this Amending Agreement *mutatis mutandis*.

3. Entire Agreement

This Amending Agreement together with the MOU constitutes the entire agreement among the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements among the Parties pertaining to the subject matter of this Amending Agreement and supersede all prior agreements, understandings, negotiations and discussions among the Parties, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or agreements, whether oral or written, express, implied or collateral among the Parties in connection with the subject matter of this Amending Agreement except as specifically set forth in this Amending Agreement and the MOU. Except as expressly modified by this Amending Agreement, the MOU is hereby ratified and confirmed.

4. Amendments

The MOU is hereby amended as follows:

- (a) Section 2.6(a)(v) is amended by deleting "May 8, 2013" and inserting in place thereof "the date that falls one week following the Election Date".
- (b) Section 3.1(c) is amended by deleting "April 29, 2013 (the "Election Date")" and inserting in place thereof:

"the earlier of May 22, 2013 or the date (the "Election Date") that falls ten Business Days prior to the first date on which, in relation to the GTA Project OEB application, Enbridge is required to provide interrogatory responses, as determined by the OEB".
- (c) Section 3.2(c) is amended by:
 - (i) deleting and replacing the maximum amount for Actual Costs of "\$1,000,000" to "\$500,000"; and
 - (ii) deleting the last phrase beginning with the words ", if TransCanada has elected Election #3...".
- (d) Section 3.2(d) is deleted and replaced by the following:

"(d) [Intentionally deleted]."
- (e) Section 3.2(g) is amended by deleting "Unless TransCanada elects Election #1 as provided in Section 3.1(c)," therefrom.

5. Payment

In full satisfaction of its obligations under Section 3.2(c) of the MOU (as amended by this Amending Agreement), TransCanada agrees to pay the Actual Costs incurred by Enbridge prior to April 29, 2013, up to a maximum amount of \$500,000. Enbridge shall make a final determination of the Actual Costs and shall provide TransCanada with an invoice setting out in reasonable detail the nature of the costs incurred no later than May 16, 2013. TransCanada shall make payment of the Actual Costs within thirty (30) days of receipt of such invoice.

6. Confidentiality

The Parties acknowledge and agree that all information disclosed by a Party to the other Party pursuant to or in relation to this Amending Agreement constitutes Confidential Information of the disclosing Party, and this Amending Agreement constitutes Confidential Information, in each case subject in all respects to Article 5 of the MOU.

7. Miscellaneous

- (a) **Costs and Expenses:** Each Party shall bear its own costs and expenses in respect of the negotiation and execution of this Amending Agreement.
- (b) **Enurement:** This Amending Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.
- (c) **Further Assurances:** The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Amending Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Amending Agreement and carry out its provisions.
- (d) **Execution and Delivery:** This Amending Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

[The remainder of this page is left intentionally blank
and the next page is the signing page.]

IN WITNESS OF WHICH the Parties have duly executed this Amending Agreement as of the date first written above.


TRANSCANADA PIPELINES LIMITED

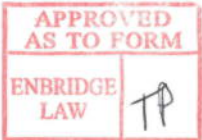
ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name:
Title:

By:  _____
Name: **D. Guy Jarvis**
Title: **President**

By: _____
Name:
Title:


By:  _____
Name: **James Lord**
Title: **Vice President
Law & Information Technology**




IN WITNESS OF WHICH the Parties have duly executed this Amending Agreement as of the date first written above.

TRANSCANADA PIPELINES LIMITED

ENBRIDGE GAS DISTRIBUTION INC.

By: 
Name: **Dave Schultz**
Title: **Vice-President, Commercial East Canadian Natural Gas Pipelines**

By: _____
Name: _____
Title: _____

By: 
Name: **Stephen M. V. Clark**
Title: **Senior Vice President Canadian & Eastern U.S. Natural Gas Pipelines**

By: _____
Name: _____
Title: _____

LEGAL
CONTENT 

~~APPROVED
AS TO FORM
ENBRIDGE
LAW~~