

SECOND AMENDMENT TO RESTATED PRECEDENT AGREEMENT

This Second Amendment (“Amendment”) to the Restated Precedent Agreement dated December 17, 2014 and amended as of June 3, 2015 between Enbridge Gas Distribution Inc., an Ontario corporation, (hereafter referred to as “Customer”), and NEXUS Gas Transmission, LLC (successor to Spectra Energy Transmission, LLC and DTE Pipeline Company) (“Pipeline”), is effective January 28, 2016. Customer and Pipeline are sometimes referred to herein as a “Party” or collectively as the “Parties.” Capitalized terms used but not defined herein have the meanings given to them in the PA (as the same is defined below).

WHEREAS, the Parties entered into that certain Restated Precedent Agreement (“PA”) dated December 17, 2014 and amended as of June 3, 2015 for the purpose of setting forth the terms and conditions according to which Customer would commit to, and Pipeline would provide to Customer, firm transportation service on the Project; and

WHEREAS, the Parties wish to amend the PA as provided herein.

NOW THEREFORE for good and valuable consideration, the receipt of which is acknowledged by all Parties hereto as sufficient and received, the Parties hereby agree that the PA shall be amended as follows, effective as of the date indicated above:

1. Section 7(c)(iii) is amended by deleting the phrase “90 days following receipt of the Estimated Commencement Date”, and replacing it with the phrase “February 12, 2016”.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment, effective as of the date first above written.

ENBRIDGE GAS DISTRIBUTION INC.:

BY: Mallni Giridhar

NAME: Mallni Giridhar
Vice President

TITLE: Business Development

BY: [Signature]

NAME: Glenn Beaumont
President

TITLE: _____



NEXUS GAS TRANSMISSION, LLC

By: Spectra Energy NEXUS Management, LLC
in its capacity as operator:

BY: [Signature]

NAME: Brian R. McKerlie

TITLE: V.P.