

FIFTH AMENDMENT TO RESTATED PRECEDENT AGREEMENT

This Fifth Amendment to Restated Precedent Agreement (this “Amendment”) is made and entered into as of August 17, 2017 between NEXUS Gas Transmission, LLC, (successor in interest to DTE Pipeline Company and Spectra Energy Transmission, LLC) (“Pipeline”), and Enbridge Gas Distribution Inc. (“Customer”). Pipeline and Customer are sometimes referred to individually as a “Party” and collectively as the “Parties”. Capitalized terms used but not otherwise defined herein have the meaning given to them in the Precedent Agreement, as defined below.

RECITALS

WHEREAS, the Parties entered into that certain Restated Precedent Agreement dated December 17, 2014 (as the same has been amended from time to time, the “Precedent Agreement”), for the purpose of setting forth the terms 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 Precedent Agreement as specified herein, and to clarify their mutual intent with respect to a previous amendment to the Precedent Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties as sufficient and received, the Parties hereby agree that the Precedent Agreement shall be amended as follows in Sections 1-4, effective as of the date indicated above, and a previous amendment is clarified as follows in Section 5, with the Precedent Agreement remaining otherwise in full force and effect in accordance with its terms:

1. Section 3(b)(iii) is amended by:
 - a. deleting the phrase “35,000 Dth/d” in subsection (C) and replacing it with the phrase “55,000 Dth/d”; and
 - b. deleting the phrase “September 1, 2017” each time it appears therein and replacing it with the phrase “December 1, 2017”.
2. Section 6 is amended by adding the following sentence immediately prior to the last sentence that begins with “Subject to Section 9(a)”: “Notwithstanding anything to the contrary in the forgoing, the Parties agree that in the event that the Service Commencement Date does not occur on or prior to the Estimated Service Commencement Date, then the Service Commencement Date shall be a date that is the later of April 1, 2018 or such other date as notified by Pipeline to Customer in accordance with Section 4 in the In-Service Date Notice, except to the extent that the Project Facilities are completed and ready for the provision of the firm transportation service provided for herein and in the Service Agreement prior to April 1, 2018 and the Parties agree to a Service Commencement Date occurring prior to April 1, 2018.”
3. Section 7(b)(ii) is amended by deleting the phrase “September 1, 2017” and replacing it with the phrase “December 1, 2017”.

4. Section 7(b)(iv) is amended by deleting the phrase “September 1, 2017” and replacing it with the phrase “December 1, 2017”.
5. With respect to that certain Fourth Amendment to Restated Precedent Agreement, executed by the Parties on May 31, 2017, the Parties agree that Section 3 thereof was intended and understood by each of them to refer to Section 7(b)(iv) of the Precedent Agreement, rather than Section 7(a)(iv).

[Signature Page Follows]

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

NEXUS Gas Transmission, LLC

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

By: *Bob Kel*
Name: _____
Title: _____

Enbridge Gas Distribution Inc.

By: *[Signature]*
Name: _____
Title: **Dave Charleson**
Vice President,
Energy Supply & Customer Care

By: *[Signature]*
Name: _____
Title: **Jim Sanders**
President

