

**AMENDMENT TO
PRECEDENT AGREEMENT**

This amendment ("Amendment"), dated as of March 23, 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"). Transporter and Shipper are collectively referred to herein as the "Parties."

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:

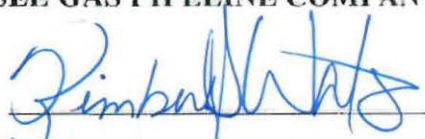
1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "July 1, 2015" and "July 15, 2015" as they appear in the last sentence in Section 7(b) and replacing the dates with "September 1, 2015" and "September 3, 2015", respectively.
2. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "July 15, 2015" and "July 31, 2015" as they appear in the first sentence of Section 12(c), and replacing the dates with "September 3, 2015" and "September 10, 2015", respectively.
3. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "August 15, 2015" as it appears in the first sentence of Section 12(f), and replacing the date with "September 30, 2015".
4. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "July 31, 2015" as it appears in the first sentence of Section 13(b), and replacing the date with "September 10, 2015".

5. 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.


6. 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.

**TENNESSEE GAS PIPELINE COMPANY,
L.L.C.**

Signature:  *BSM ctp*
Name: Kimberly S. Watson
Title: President

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**

Signature: 
Name: Daniel G. Saad
Title: President - NH

Signature: 
Name: Kevin M. McLaughlin
Title: V.P. Finance - NH