



SECOND AMENDMENT TO PRECEDENT AGREEMENT

This second amendment (“Amendment”), to that certain precedent agreement (“Agreement”) entered into by and between **PORTLAND NATURAL GAS TRANSMISSION SYSTEM (“PNGTS”)** and **NORTHERN UTILITIES, INC.** (“Shipper”) and dated February 28, 2019, as amended, is made and effective as of September 20, 2019 (the “Effective Date”), by and between PNGTS and Shipper. PNGTS and Shipper are collectively referred to herein as the “Parties.”

WHEREAS, the Parties desire to amend the Agreement to reflect certain changes that are acceptable and agreeable to both Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, for itself and for its successors and permitted assigns, hereby agree as follows:

1. Section 5(a)(iii) and Section 5(a)(iv) of the Agreement are hereby amended by removing the language “October 31, 2019” therefrom and replacing it with the language “November 30, 2019”.
2. Except as provided in this Amendment, all terms and conditions in the Agreement shall remain unchanged and continue in full force and effect. In case of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.
3. Each of the Parties agrees that a scanned PDF of its signature that is delivered via electronic mail may be regarded as an original signature, and that this Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

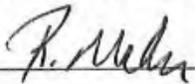
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

NORTHERN UTILITIES, INC.

By: 
Title: Vice President
Date: 9/20/19

PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: 
Title: Russell A. Mahan
Vice President
Date: 9/24/19

By: 
Title: Nathaniel A. Brown
Chief Financial Officer
Date: _____

Legal
SCH
9/20/19
Date