ATTACHMENT 2

SECURITIES PURCHASE AGREEMENT

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TRADE SECRETS AND/OR CONFIDENTIAL COMMERCIAL INFORMATION DELETED

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SECURITIES PURCHASE AGREEMENT

between

ENBRIDGE GAS DISTRIBUTION INC.

and

LIBERTY UTILITIES CO.

Dated as of August 31, 2017

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is entered into as of August 31, 2017, between Enbridge Gas Distribution Inc., an Ontario corporation ("Seller"), and Liberty Utilities Co., a Delaware corporation ("Buyer") (Buyer and Seller, together, the "Parties").

R E C I T A L S:

WHEREAS, Seller is an indirect, wholly-owned Subsidiary (as defined below) of Enbridge Inc., a Canadian corporation ("Enbridge"), and Buyer is an indirect, wholly-owned Subsidiary of Algonquin Power & Utilities Corp., a Canadian corporation ("APUC");

WHEREAS, (i) St. Lawrence Gas Company, Inc. (d/b/a Enbridge St. Lawrence Gas or St. Lawrence Gas), a New York corporation ("SLG"), is a direct, wholly-owned Subsidiary of Seller, and a NYS PSC (as defined below) regulated public utility in the business of selling and transporting natural gas to its customers in St. Lawrence County, Lewis County, and Franklin County in New York State, (ii) St. Lawrence Gas Co. Service & Merchandising Corp. (d/b/a Enbridge Services and Enbridge), a New York corporation ("SLG SMC"), is a direct, wholly-owned Subsidiary of SLG, and an unregulated business, primarily engaged in the rental of water heaters and other natural gas appliances to its customers in St. Lawrence County, Lewis County, Franklin County and Jefferson County in New York State, and (iii) S.L.G. Communications Corp., a New York corporation ("SLG Communications"), is a direct, wholly-owned Subsidiary of SLG, and an unregulated business, engaged in providing communication services to SLG (collectively, the business referenced in the foregoing items (i) through (iii), the "SLG Business");

WHEREAS, Seller owns all of the issued and outstanding shares of common stock of SLG (collectively, the "Securities"), as more particularly set forth in Schedule A hereto;

WHEREAS, SLG owns (i) all of the issued and outstanding shares of common stock of SLG SMC, and (ii) all of the issued and outstanding shares of common stock of SLG Communications;

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Securities on the terms and conditions set forth herein; and

WHEREAS, Buyer has delivered to Seller, on the date hereof a guaranty (the "Buyer Parent SPA Guaranty"), a copy of which is attached hereto as Exhibit A, from APUC in favor of Seller with respect to Buyer's obligations under this Agreement, as set out in more detail in the Buyer Parent SPA Guaranty.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

Section 1.1 Certain Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below:

"Acquisition Transaction" has the meaning set forth in Section 6.20.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such first Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made.

"Agreed Working Capital Principles" has the meaning set forth in Section 2.3(a).

"Agreement" has the meaning set forth in the preamble of this Agreement.

"APUC" has the meaning set forth in the recitals of this Agreement.

"Benefit Plans" has the meaning set forth in Section 4.14(a).

"Business Day" means any day other than a Saturday, a Sunday or a statutory holiday on which banks in New York City, New York are closed.

"Buyer" has the meaning set forth in the preamble of this Agreement.

"Buyer Approvals" has the meaning set forth in Section 5.4.

"Buyer Disclosure Schedule" means the disclosure schedule of even date herewith delivered to Seller by Buyer prior to or simultaneously with the execution and delivery of this Agreement by the Parties.

"Buyer Indemnified Parties" has the meaning set forth in Section 9.2.

"Buyer Parent SPA Guaranty" has the meaning set forth in the recitals of this Agreement.

"Buyer Protected Information" has the meaning set forth in Section 6.9(b).

"Buyer Supplemental Plan" has the meaning set forth in Section 6.10(e).

"Buyer VEBA" has the meaning set forth in Section 6.10(f).

"Capital Lease Obligations" means, at any given time, the obligations of (i) SLG that are required to be classified and accounted for as capital lease obligations under NYS PSC Accounting Practices, and (ii) each of SLG SMC and SLG Communications that are required to be classified and accounted for as capital lease obligations under U.S. GAAP.

"CFIUS" means the Committee on Foreign Investment in the United States.

"CFIUS Approval" means (a) a written notice issued by CFIUS that it has concluded a review or investigation of the notification voluntarily provided pursuant to the Defense Production Act of 1950, as amended, with respect to the Transactions and has terminated all action under Section 721 of such Act or (b) CFIUS has sent a report to the President of the United States requesting the President's decision, and either (i) the President has announced a decision not to take any action to suspend or prohibit the Transactions or (ii) having received a report from CFIUS requesting the President's decision, the President has not taken any action after fifteen (15) days from the date the President received such report from CFIUS.

"Chosen Courts" has the meaning set forth in Section 10.9(b).

"Claim Notice" has the meaning set forth in Section 9.5(a).

"Closing" means the consummation of the Transactions.

"Closing Date" means the date on which the Closing occurs.

"Closing Payment" has the meaning set forth in Section 2.3(b).

"Closing Third-Party Indebtedness" means the aggregate amount of Third-Party Indebtedness as of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collective Agreements" means, collectively, the SLG Operations Unit Collective Agreement and the SLG Office Unit Collective Agreement.

"Confidentiality Agreement" means the confidentiality agreement dated as of October 28, 2016 between Seller and APUC.

"Continuing Intercompany Agreements" means those Intercompany Agreements listed on Section 1.1(a) of the Seller Disclosure Schedule.

"Contract" means any written agreement, contract, commitment, undertaking, lease, note, mortgage, indenture, settlement, license or other legally binding written agreement.

"Control", "Controls" or "Controlled" means, with respect to any Person, the possession, direct or indirect, of the power or authority to direct, or cause the direction of, the management and policies of such Person (which, in the case of a publicly traded master limited partnership, means such power and authority with respect to the general partner thereof), whether through the ownership of voting securities, by Contract or otherwise.

"Current Assets" means, as of any given time, the combined (i) "current assets" of SLG at such time as determined in accordance with NYS PSC Accounting Practices applied in a manner consistent with the Financial Statements relevant to SLG, (ii) "current assets" of SLG SMC at such time as determined in accordance with U.S. GAAP applied in a manner consistent

with the Financial Statements relevant to SLG SMC, and (iii) "current assets" of SLG Communications at such time as determined in accordance with U.S. GAAP applied in a manner consistent with the Financial Statements relevant to SLG Communications; but, in each case of foregoing items (i) through and including (iii), (A) including cash and cash equivalents, and (B) excluding any Tax assets (including any prepaid property Taxes), any Indebtedness owed by any Non-SLG Affiliate to any SLG Company, any Non-OCB Intercompany Receivables, any assets owed to one SLG Company from another SLG Company, and any assets under any pension plan, supplemental employee retirement plan or post-retirement benefit plan.

"Current Liabilities" means, as of any given time, the combined (i) "current liabilities" of SLG at such time as determined in accordance with NYS PSC Accounting Practices applied in a manner consistent with the Financial Statements relevant to SLG, (ii) "current liabilities" of SLG SMC at such time as determined in accordance with U.S. GAAP applied in a manner consistent with the Financial Statements relevant to SLG SMC, and (iii) "current liabilities" of SLG Communications at such time as determined in accordance with U.S. GAAP applied in a manner consistent with the Financial Statements relevant to SLG Communications; but, in each case of foregoing items (i) through and including (iii), excluding any Tax liabilities, any Indebtedness owed by any SLG Company to any Non-SLG Affiliate, any Non-OCB Intercompany Payables, any liabilities owed by one SLG Company to another SLG Company, the current portion of any Third-Party Indebtedness, any liabilities in respect of SLG RSU Awards, and any liabilities under any pension plan, supplemental employee retirement plan or post-retirement benefit plan.

"Deductible" has the meaning set forth in Section 9.4(a).

"Direct Claim" has the meaning set forth in Section 9.6.

"Disclosing Party" has the meaning set forth in Section 6.18.

"Disclosure Schedules" has the meaning set forth in Section 10.11.

"Easements" means easements, rights of way, licenses, land use permits and other similar agreements granting rights in the owned real property of another Person.

"EESI" means Enbridge Employee Services, Inc., a Delaware corporation and an indirect, wholly-owned Subsidiary of Enbridge.

"Enbridge" has the meaning set forth in the recitals of this Agreement.

"Enbridge RSU Plan" means the Enbridge Inc. Restricted Stock Unit Plan (2006), as revised, and any predecessor or successor to such plan.

"Enbridge Supplemental Plan" means the Enbridge Supplemental Pension Plan for United States Employees.

"Enbridge Supplemental Plan Trust" means the trust established in connection with the Enbridge Supplemental Plan.

"Enbridge VEBA" has the meaning set forth in Section 6.10(f).

"Encumbrance" means any lien, pledge, charge, encumbrance, security interest, option, mortgage, Easement or other restriction on transfers.

"Environmental Law" means any Law concerning the protection of the environment or the environmental impact of any use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, Release or threatened Release, emission, discharge, or disposal of any Hazardous Material, or pollution, contamination or remediation of the environment.

"Environmental Permit" means any permit, approval, identification number, license, registration or other authorization required under any applicable Environmental Law.

"Estimated Closing Third-Party Indebtedness" means the estimated Closing Third-Party Indebtedness.

"Estimated Statement" has the meaning set forth in Section 2.3(a).

"Estimated Working Capital" means the estimated Working Capital as of the Closing.

"Excluded Assets and Liabilities" has the meaning set forth in Section 6.14(a).

"Excluded IT Assets" has the meaning set forth in Section 6.5.

"Final Closing Third-Party Indebtedness" has the meaning set forth in Section 2.7(e).

"Final Statement" has the meaning set forth in Section 2.7(e).

"Final Working Capital" has the meaning set forth in Section 2.7(e).

"Financial Statements" has the meaning set forth in Section 4.5.

"FIRPTA Withholding Certificate" has the meaning set forth in Section 2.6(k).

"Former SLG Employee" means any individual who is a former employee of an SLG Company.

"Fundamental Representations" has the meaning set forth in Section 9.1.

"Government Entity" means any federal, provincial, state, local or foreign court, tribunal, administrative body or other governmental or quasi-governmental entity, including any head of a government department, body or agency, with competent jurisdiction.

"Guaranty or Bond" means any guaranty, letter of credit, surety or performance bond and any other similar agreement or arrangement pursuant to which Seller or any other Non-SLG Affiliate has obligations with respect to any obligations of any one or more of the SLG

Companies, and any security or collateral furnished in connection with any such guaranty, letter of credit, surety or performance bond or other similar agreement or arrangement (including, for the avoidance of doubt, any New Guaranty or Bond entered into, issued or obtained in accordance with Section 6.7(a)).

"Hazardous Materials" means any waste, chemical, material or other substance that is listed, defined, designated or classified as hazardous, radioactive or toxic or a pollutant or a contaminant under any Environmental Law, including petroleum and all derivatives thereof, asbestos or asbestos-containing materials in any form or condition, and polychlorinated biphenyls but excluding brine.

"Indebtedness" means, with respect to any Person, as of any specified time, all obligations of such Person with respect to indebtedness for borrowed monies, whether under lines of credit, revolving credit facilities, term loans, notes payable, or any other forms of evidences of indebtedness for borrowed monies, including any outstanding principal or accrued but unpaid interest with respect to the foregoing. Notwithstanding the foregoing, Indebtedness shall not include customer deposits or, for the avoidance of doubt, (a) accounts payable accrued in the ordinary course of business of such Person, or (b) any amounts payable by an SLG Company to any Non-SLG Affiliate or any other SLG Company in respect of Taxes.

"Indemnified Parties" has the meaning set forth in Section 9.3.

"Indemnifying Party" has the meaning set forth in Section 9.5(a).

"Independent Accountant" has the meaning set forth in Section 2.7(e).

"Initial Statement" has the meaning set forth in Section 2.7(a).

"Insurance Policies" has the meaning set forth in Section 4.18(a).

"Intellectual Property" means intellectual property rights, pursuant to statutory or common law, worldwide in respect of (a) trademarks, service marks, trade dress, slogans, logos and goodwill associated therewith, and any applications or registrations for any of the foregoing, and (b) copyrights and any applications or registration for any of the foregoing.

"Intercompany Agreements" means, collectively, any Contracts between any Non-SLG Affiliate, on the one hand, and any SLG Company, on the other hand.

"Intercompany Indebtedness" means, at any given time, in respect to any SLG Company, any and all Indebtedness of such SLG Company owed to Seller or any other Non-SLG Affiliate.

"KeyBank Credit Agreements" means (i) the Business Loan Agreement dated March 4, 2016, between SLG, as "Borrower," and KeyBank National Association, as "Lender," as amended on March 4, 2016, and the Promissory Note issued dated March 4, 2016 under such term loan agreement, as amended on March 4, 2016, both with a maturity date of July 3, 2019 and a principal amount of $7,000,000, and a Commercial Guaranty dated March 4, 2016 by SLG SMC, as guarantor, in favor of KeyBank National Association with respect to the foregoing term

loan agreement, as amended on March 4, 2016, and (ii) the Business Loan Agreement dated June 23, 2016, between SLG, as "Borrower," and KeyBank National Association, as "Lender," as amended on June 23, 2016, and the Promissory Note dated June 23, 2016 issued under such revolving credit agreement, as amended on June 23, 2016, both with a maturity date of June 23, 2019 and a maximum principal amount of $6,000,000, and a Commercial Guaranty dated June 23, 2016 by SLG SMC, as guarantor, in favor of KeyBank National Association with respect to the foregoing revolving credit agreement, as amended on June 23, 2016.

"Knowledge" means, with respect to Seller, the actual knowledge of the individuals listed in Section 1.1(b) of the Seller Disclosure Schedule, or, with respect to Buyer, the actual knowledge of the individuals listed in Section 1.1(c) of the Buyer Disclosure Schedule.

"Law" means any law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by any Government Entity.

"Liabilities" of any Person means, as of any given time, any and all Indebtedness, liabilities, commitments and obligations of any kind of such Person, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including whether arising out of any Contract or tort based on negligence or strict liability).

"Losses" means, with respect to any Indemnified Party, any and all losses, Liabilities, claims, obligations, judgments, fines, settlement payments, awards or damages of any kind actually suffered or incurred by such Indemnified Party after the Closing (together with all reasonably incurred cash disbursements, costs and expenses, costs of investigation, defense and appeal and reasonable attorneys' fees and expenses), whether or not involving a Third-Party Claim, but excluding any lost profits or diminution of value of the Securities.

"Manuals" has the meaning set forth in Section 6.2(b).

"Material Adverse Effect" means any change, event, development, effect or occurrence that has, or would be reasonably likely result in, a material adverse effect on the business, financial condition, or operations of the SLG Companies, in each case taken as a whole; provided, however, that in no event shall any of the following, either alone or in combination, be deemed to constitute or contribute to a Material Adverse Effect, or otherwise be taken into account in determining whether a Material Adverse Effect has occurred: (a) any change or prospective change in applicable Laws or accounting standards or the interpretation or enforcement thereof; (b) any change in U.S. or Canadian economic, political or business conditions or financial, credit, debt or securities market conditions generally, including changes in interest rates, exchange rates, commodity prices, electricity prices or fuel costs; (c) any legal, regulatory or other change generally affecting the industries, industry sectors or geographic sectors in which the SLG Companies operate, including any change in the prices of oil, natural gas, natural gas liquids or other hydrocarbon products or wood pellets or the demand for related gathering, processing, transportation, storage and distribution services; (d) any change resulting or arising from the execution or delivery of this Agreement or the other Transaction Documents,

the consummation of the Transactions, or the announcement or other publicity or pendency with respect to any of the foregoing (including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners, employees, labor unions or regulators); (e) any change resulting or arising from employee departures, whether such departures result from the announcement of the Transactions or this Agreement or otherwise (but excluding employee departures arising out of a breach of this Agreement by Seller); (f) any change resulting or arising from acts of war (whether or not declared), hostilities, sabotage, terrorism, military actions or the escalation of any of the foregoing, any hurricane, flood, tornado, earthquake or other natural disaster, or any other force majeure event, whether or not caused by any Person, or any national or international calamity or crisis; (g) any change resulting or arising from (A) the taking of, or the failure to take, any action by Seller or any of its Affiliates, including any of the SLG Companies, required or otherwise expressly contemplated by this Agreement or consented to or requested by Buyer in writing or (B) the failure to take any action by Seller or any of its Affiliates, including any of the SLG Companies, not consented to by Buyer as required under Section 6.3(a); or (h) any failure by any of the SLG Companies to achieve any published or internally prepared budgets, projections, predictions, estimates, plans or forecasts of revenues, earnings or other financial performance measures or operating statistics.

"Material Contracts" means any Contract in effect on the date hereof to which any of the SLG Companies is a party (a) evidencing Indebtedness of any SLG Company, (b) that provides for the payment by or on behalf of any of the SLG Companies in excess of $300,000 per annum or the delivery by any of the SLG Companies of goods or services with a fair market value in excess of $300,000 per annum, in each case during the remaining term thereof, (c) that provides for any of the SLG Companies to receive any payments in excess of, or any property with a fair market value in excess of, $300,000 per annum, in each case during the remaining term thereof, (d) that contains covenants restricting the ability of any SLG Company to compete in the natural gas transportation, storage, or distribution business, the power generation, transmission, or distribution business, or any other lines of business in any geographic area or with any Person (in each case, other than restrictions that are *de minimis* in nature or amount), (e) that licenses intellectual property to, or from, any of the SLG Companies from, or to, any Person, other than "shrink wrap", "click wrap" or "off the shelf" software licenses that are generally commercially available, or (f) that grants any of the SLG Companies an equity interest in any partnership or joint venture (other than in each other), including any agreement or commitment to make a loan or contribution to any joint venture or partnership; provided, however, that "Material Contract" shall not include (1) any Contract that is a Benefit Plan and (2) any Contract that is an Intercompany Agreement other than any Continuing Intercompany Agreement.

"New Guaranty or Bond" has the meaning set forth in Section 6.7(a).

"NGTL" means Niagara Gas Transmission Limited, an Ontario corporation and an indirect, wholly-owned Subsidiary of Enbridge.

"NGTL Long Term TSA" means that certain Transportation Service Agreement dated October 30, 1992, between NGTL, as "Transporter," and SLG, as "Shipper," pursuant to which NGTL provides to SLG firm transportation service on the Cornwall Pipeline, as modified by (i) that certain Notice of Intent to Extend Contract dated July 10, 2001, executed by SLG and

NGTL, and (ii) that certain letter agreement dated September 13, 2011, between NGTL and SLG regarding cost recovery by NGTL from SLG for a proposed relocation of a portion of the Cornwall Pipeline on the north span of the Seaway International Bridge.

"NGTL TSA Guaranty and Umbrella Agreement" means the NGTL TSA guaranty and umbrella agreement to be entered into among Buyer, SLG and NGTL, on the Closing Date, in substantially the form attached hereto as Exhibit B.

"Non-OCB Intercompany Payables" mean all payables owed by any SLG Company to any Non-SLG Affiliate, as determined in accordance with NYS PSC Accounting Practices with respect to SLG and U.S. GAAP with respect to each of SLG SMC and SLG Communications, except, in each case, any such payables accrued in the ordinary course of business of such SLG Company.

"Non-OCB Intercompany Receivables" mean all receivables owed to any SLG Company by any Non-SLG Affiliate, as determined in accordance with NYS PSC Accounting Practices with respect to SLG and U.S. GAAP with respect to each of SLG SMC and SLG Communications, except, in each case, any such receivables accrued in the ordinary course of business of such SLG Company.

"Non-SLG Affiliate" means Seller and any of its Affiliates other than an SLG Company.

"Notice of Purchase Price Adjustment Disagreement" has the meaning set forth in Section 2.7(c).

"Notice Period" has the meaning set forth in Section 9.5(a).

"NYS PSC" means the New York State Public Service Commission and its successors.

"NYS PSC Accounting Practices" means the accounting practices prescribed or permitted by the NYS PSC for New York State natural gas distribution companies, which is a basis of accounting other than U.S. GAAP.

"NYS PSC Approval" means approval of the NYS PSC for Buyer to complete its purchase of all of the Securities from Seller.

"Organizational Documents" means (a) with respect to any Person that is a corporation, its articles or certificate of incorporation or memorandum and articles of association, as the case may be, and bylaws, (b) with respect to any Person that is a partnership, its certificate of partnership and partnership agreement, (c) with respect to any Person that is a limited liability company, its certificate of formation and limited liability company or operating agreement, (d) with respect to any Person that is a trust or other entity, its declaration or agreement of trust or other constituent document, and (e) with respect to any other Person, its comparable formation and/or organizational documents.

"Outside Date" has the meaning set forth in Section 8.2(a).

"Outstanding Guaranty or Bond" has the meaning set forth in Section 6.7(d).

"Parties" has the meaning set forth in the preamble of this Agreement.

"Permits" means all permits, licenses, franchises, approvals, authorizations, and consents issued by or obtained from any Government Entity.

"Permitted Encumbrances" means, with respect to the SLG Companies:

(a) Encumbrances either reflected or reserved against or otherwise disclosed in the Financial Statements or set out on Section 1.1(d) of the Seller Disclosure Schedule;

(b) mechanics', materialmen's, warehousemen's, carriers', workers', or repairmen's liens or other similar common law or statutory Encumbrances arising or incurred in the ordinary course of business of the SLG Companies (i) securing payments not yet delinquent or (ii) that are being contested in good faith by appropriate proceedings and for which either required reserves have been established and disclosed on the Financial Statements or which are set out on Section 1.1(d) of the Seller Disclosure Schedule;

(c) liens for Taxes, assessments and other governmental charges not yet due and payable or due but not delinquent or being contested in good faith;

(d) pledges and deposits made in the ordinary course of business of the SLG Companies with respect to, and in compliance in all material respects with, workers' compensation, unemployment insurance and other social security Laws or regulations;

(e) with respect to any interest in SLG Real Property, (i) any Easements, conditions, rights, reservations, exceptions or restrictions relating to SLG Real Property that are disclosed on any title commitment or report or are otherwise registered or recorded with the relevant Government Entity, (ii) any conditions that may be shown by any survey or real property report previously made available to Buyer, (iii) Encumbrances imposed by Law, and (iv) zoning, building, subdivision or other similar requirements or restrictions;

(f) undetermined or inchoate liens incurred or created as security in favor of any Person with respect to the development or operation of any part of the SLG Personal Property or the SLG Real Property, to the extent not due and payable or delinquent;

(g) liens granted or arising in the ordinary course of business of the SLG Companies to any public utility or Government Entity with respect to the SLG Personal Property or the SLG Real Property, or, in each case,

operations pertaining thereto, to the extent not due and payable or delinquent;

(h) purchase money liens and liens securing rentals under capital leases with Third-Parties entered into in the ordinary course of business of the SLG Companies;

(i) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business of the SLG Companies;

(j) exclusive licenses and non-exclusive licenses granted in the ordinary course of business of the SLG Companies;

(k) imperfections or irregularities of title which (i) are not of public record maintained by any Government Entity and (ii) would not materially and adversely impact the use or operation of the assets affected thereby; and

(l) any other Encumbrances identified on Section 1.1(d) of the Seller Disclosure Schedule.

"Person" means an individual, a corporation, a general or limited partnership, an association, a limited liability company, a Government Entity, a trust or other entity or organization.

"Pre-Closing Period" has the meaning set forth in Section 6.8(a).

"Purchase Price" has the meaning set forth in Section 2.2.

"Purchase Price Adjustment Consultation Period" has the meaning set forth in Section 2.7(d).

"Purchase Price Adjustment Review Period" has the meaning set forth in Section 2.7(b).

"Receiving Party" has the meaning set forth in Section 6.18.

"Regulatory Approvals" means, collectively, the NYS PSC Approval, the CFIUS Approval, and any other authorizations, consents, clearances, orders, expirations, waivers or terminations of any applicable waiting periods and approvals of any Government Entities that may be or may become reasonably necessary, proper or advisable to complete the Transactions.

"Release" means the release, spill, emission, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) and "Released" has a corresponding meaning.

"Remedial Action" means any action required by any Environmental Law to investigate, clean up, remove, remediate, monitor or conduct corrective action with respect to, Hazardous Materials Released into the environment.

"Representatives" means, with respect to any Person, any and all partners, managers, members (if such Person is a member-managed limited liability company), directors, officers, employees, consultants, financial advisors, counsels, accountants and other agents of such Person.

"Retained Non-Owned SLG Assets" has the meaning set forth in Section 4.11(b).

"Retained SLG Employee" has the meaning set forth in Section 6.10(b).

"Securities" has the meaning set forth in the recitals of this Agreement.

"Seller" has the meaning set forth in the preamble of this Agreement.

"Seller Approvals" has the meaning set forth in Section 3.5.

"Seller Disclosure Schedule" means the disclosure schedule of even date herewith delivered to Buyer by Seller prior to, or simultaneously with, the execution and delivery of this Agreement by the Parties.

"Seller Indemnified Parties" has the meaning set forth in Section 9.3.

"Severance Obligations" has the meaning set forth in Section 6.10(h).

"SLG" has the meaning set forth in the recitals of this Agreement.

"SLG Benefit Plans" has the meaning set forth in Section 4.14(a).

"SLG Business" has the meaning set forth in the recitals of this Agreement.

"SLG Communications" has the meaning set forth in the recitals of this Agreement.

"SLG Companies" means, individually or collectively, SLG, SLG SMC, and SLG Communications.

"SLG Employee" means each individual for whom SLG is the employer of record and each SLG SMC Employee (it being understood, for the avoidance of doubt, that the complement of SLG Employees may change from time to time in the ordinary course of business).

"SLG Office Unit Collective Agreement" means the collective bargaining agreement entered into on January 23, 2015 and effective as of February 19, 2015, between SLG and Local 97 of the International Brotherhood of Electrical Workers with respect to certain office employees.

"SLG Operations Unit Collective Agreement" means the collective bargaining agreement entered into on January 23, 2015 and effective as of February 19, 2015, between SLG and Local 97 of the International Brotherhood of Electrical Workers with respect to certain operations employees.

"SLG Personal Property" has the meaning set forth in Section 4.11(a).

"SLG Real Property" has the meaning set forth in Section 4.12(a).

"SLG RSU Award" shall mean a restricted stock unit award granted pursuant to the Enbridge RSU Plan that is outstanding and held by an SLG Employee or a Former SLG Employee as of immediately prior to the Closing.

"SLG SMC" has the meaning set forth in the recitals of this Agreement.

"SLG SMC Employee" means each individual for whom SLG SMC is the employer of record.

"SLG Supplemental Plan Participant" means each SLG Employee and Former SLG Employee who, immediately prior to the Closing, has an accrued benefit under the Enbridge Supplemental Plan (excluding any individual who, as of the Closing Date, is employed by any Non-SLG Affiliate.

"Straddle Period" has the meaning set forth in Section 6.8(a).

"Subsidiary" means, with respect to any Person, any other Person of which (a) more than 50% of (i) the total combined voting power of all classes of voting securities of such other Person, (ii) the total combined equity interests of such other Person, or (iii) the capital or profit interests of such other Person, in each case, is beneficially owned, directly or indirectly, by such first Person, or (b) the power to vote, or to direct the voting of, sufficient securities to elect a majority of the board of directors or similar governing body of such other Person is held by such first Person.

"Supplemental Disclosure" has the meaning set forth in Section 6.18.

"Survival Period" has the meaning set forth in Section 9.1.

"Tax Act" means the Income Tax Act (Canada) and all regulations promulgated thereunder from time to time.

"Tax Authority" means any Government Entity having jurisdiction over the assessment, determination, collection, administration or imposition of any Taxes.

"Tax Expert" means a partner or principal of a widely recognized accounting firm with expertise in the relevant area of disagreement, provided that such partner or principal does not, and the accounting firm with which such partner or principal is associated does not, have a conflict of interest with respect to the determination of such disagreement or dispute.

"Tax Returns" means all reports, returns, declarations, elections, notices, filings, forms, statements and other documents (whether intangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, filed or required to be filed by Law by the SLG Companies with respect to Taxes.

"Tax" or "Taxes" means all federal, state, provincial, territorial, local and foreign taxes, including income, capital, capital gains, gross receipts, windfall profits, value added, severance, property, production, sales, goods and services, harmonized sales, use, duty, license, excise, franchise, employment, withholding or similar taxes, fees, duties, levies, customs, tariffs or imposts, assessments, obligations or charges, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties, along with any such tax, duty, charge or assessment, and any liability for the payment of any amounts of the type described above as a result of being a member of any affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated federal income Tax returns and any similar group under foreign, state or local Law for any period; and any liability for the payment of any amounts of the type described above as a result of the operation of Law or any express or implied obligation to indemnify any other Person.

"Termination Period" has the meaning set forth in Section 6.18.

"Third-Party" means any Person other than a Party and any of its Affiliates.

"Third-Party Claim" has the meaning set forth in Section 9.5(a).

"Third-Party Indebtedness" means, at any given time, in respect to any SLG Company, any and all Indebtedness of such SLG Company owed to any Third-Party.

"Transaction Documents" means this Agreement, the Buyer Parent SPA Guaranty, the NGTL TSA Guaranty and Umbrella Agreement, and the Transition Services Agreement.

"Transactions" means the purchase and sale of the Securities and the other transactions contemplated by this Agreement incident thereto.

"Transfer Tax" means any sales, use, transfer, real property transfer, recording, registration, stock transfer and other similar Tax, excluding any Tax measured by or imposed on net income.

"Transition Services Agreement" means the transition services agreement to be entered into between Seller and Buyer, on the Closing Date, in substantially the form attached hereto as Exhibit C.

"Unionized Employees" means, from time to time, all SLG Employees whose terms and conditions of employment are governed by one of the Collective Agreements or, if a Collective Agreement is no longer in force, who are represented by a union or other certified bargaining agent in their employment with SLG.

"U.S. GAAP" means, as of any given time, United States generally accepted accounting principles in effect at any specified time; provided, however, that, solely for the purposes of Sections 2.3 and 2.7, U.S. GAAP means United States generally accepted accounting principles as in effect on the date hereof.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign Laws related to plant closings, relocations, mass layoffs and employment losses.

"Working Capital" means, as of any given time, an amount equal to Current Assets at such time, *minus* Current Liabilities at such time. The Agreed Working Capital Principles includes an illustrative calculation of Working Capital as of December 31, 2016.

Section 1.2 Other Terms. Other capitalized terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

Section 1.3 Calculation of Time Periods. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

Section 1.4 Other Definitional Provisions. Unless the express context otherwise requires:

(a) The word "day" means calendar day when used in this Agreement;

(b) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) the terms defined in the singular in this Agreement shall have a comparable meaning when used in the plural, and *vice versa*;

(d) all references to "$" in this Agreement mean United States Dollars;

(e) references herein to a specific Article, Section or Schedule shall refer, respectively, to Articles, Sections or Schedules of this Agreement;

(f) wherever the word "include", "includes", or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(g) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if";

(h) except as otherwise specifically provided in this Agreement, any statute defined or referred to herein means such statute as from time to time amended, supplemented or modified, including by succession of comparable successor statutes; and

(i) except as otherwise specifically provided in this Agreement, any agreement, instrument or writing defined or referred to herein means such agreement, instrument or writing, as from time to time amended, supplemented or modified prior to the date hereof.

ARTICLE II

PURCHASE AND SALE

Section 2.1 Purchase and Sale.

(a) On the terms and subject to the conditions set forth herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, at the Closing, all of the Securities.

(b) At the Closing, Seller shall convey, transfer, assign and deliver to Buyer all of the Securities, free and clear of all Encumbrances (other than those arising pursuant to the Organizational Documents of SLG, this Agreement or applicable Laws).

Section 2.2 Purchase Price. The purchase price payable by Buyer to Seller for the Securities is an amount equal to $70,000,000, (i) less an amount equal to the Final Closing Third-Party Indebtedness, and (ii) plus an amount equal to the Final Working Capital if the Working Capital is a positive number, or less an amount equal to the Final Working Capital if the Working Capital is a negative number (as so adjusted, the "Purchase Price").

Section 2.3 Closing Payment.

(a) On or prior to the third (3rd) Business Day prior to the projected Closing Date, Seller shall prepare and deliver to Buyer a statement (the "Estimated Statement") setting forth Seller's good faith estimate of (i) the Estimated Working Capital, and (ii) the Estimated Closing Third-Party Indebtedness. The Estimated Working Capital included in the Estimated Statement shall be prepared in accordance with the principles and the illustrative calculation of Working Capital set forth on Schedule B hereto (the "Agreed Working Capital Principles").

(b) At the Closing, Buyer shall pay Seller an amount equal to $70,000,000, (i) less an amount equal to the Estimated Closing Third-Party Indebtedness, and (ii) plus an amount equal to the Estimated Working Capital if the Estimated Working Capital is a positive number, or less an amount equal to the Estimated Working Capital if the Estimated Working Capital is a negative number (as so adjusted, the "Closing Payment"). If Seller delivers to Buyer at Closing the FIPRTA Withholding Certificate described in Section 2.6(k), the aggregate amount withheld by Buyer from the Closing Payment and any payments made under Section 2.7(g) shall not be in excess of the maximum Tax liability provided in the FIRPTA Withholding Certificate.

Section 2.4 Closing. Unless the Parties otherwise agree in writing, the Closing shall take place at the Houston, Texas offices of Bracewell LLP at 9:00 a.m. (Houston,

TX time) on the third (3rd) Business Day following the day on which the last of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) is satisfied or waived in accordance with this Agreement. Upon the occurrence of the Closing, Closing shall be deemed to have become effective at 12:01 a.m. (New York, NY time) on the Closing Date.

Section 2.5 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver, or cause to be delivered to Seller, the following:

(a) the Closing Payment;

(b) a cross receipt duly executed by Buyer evidencing Buyer's receipt of the items listed in subsections (a) and (b) of Section 2.6;

(c) a certificate of good standing or the equivalent of recent date for each of Buyer and APUC from their respective jurisdictions of organization;

(d) the officer's certificate required to be delivered by Buyer pursuant to Section 7.2(e);

(e) evidence that the NYS PSC Approval and the CFIUS Approval have been obtained;

(f) a counterpart of the Transition Services Agreement duly executed by Buyer; and

(g) a counterpart of the NGTL TSA Guaranty and Umbrella Agreement, duly executed by Buyer.

Section 2.6 Closing Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(a) to the extent the Securities are in certificated form, one or more share certificates representing the Securities, duly endorsed in blank for transfer, or accompanied by irrevocable stock transfer powers of attorney duly executed in blank by the holder of record, together with evidence reasonably satisfactory to Buyer that Buyer or its nominee(s) has been entered on the books of the applicable entity as the registered holder of the Securities;

(b) all minute books, stock transfer ledgers (if any), and corporate seals (if any) of each SLG Company;

(c) a cross receipt duly executed by Seller evidencing Seller's receipt of the Closing Payment;

(d) a counterpart of a resignation letter, dated as of the Closing Date, from each director and officer of each SLG Company (unless otherwise directed by Buyer), duly executed by such individual, such resignations to be effective concurrently with the Closing;

(e) a certificate of good standing or the equivalent of recent date for each of the SLG Companies and Seller from their respective jurisdictions of organization;

(f) the officer's certificate required to be delivered by Seller pursuant to Section 7.1(f);

(g) evidence that the NYS PSC Approval has been obtained;

(h) a counterpart of the Transition Services Agreement duly executed by Seller;

(i) a counterpart of the NGTL TSA Guaranty and Umbrella Agreement duly executed by NGTL and SLG;

(j) payoff letters from KeyBank National Association and any other lenders (if any) evidencing the total amount of Third-Party Indebtedness outstanding as of immediately prior to the Closing; and

(k) a certificate provided by the Internal Revenue Service permitting Buyer to withhold an adjusted amount reflecting Seller's maximum Tax liability in accordance with Treasury Regulations section 1.1445-3 (the "FIRPTA Withholding Certificate"), provided that, for the avoidance of doubt, if Seller fails to deliver such FIRPTA Withholding Certificate at Closing, Buyer's sole remedy shall be to withhold on the amounts payable by Buyer to Seller pursuant to this Agreement in accordance with Section 1445 of the Code.

Section 2.7 Post-Closing Adjustment to the Closing Payment.

(a) Within 90 days following the Closing Date, Buyer shall prepare and deliver to Seller a statement (the "Initial Statement") calculating and setting forth the actual Working Capital and the actual Closing Third-Party Indebtedness as of the Closing, which statement shall include a worksheet setting forth in reasonable detail how such amounts were calculated. The actual Working Capital included in the Initial Statement shall be prepared in accordance with the Agreed Working Capital Principles. If Buyer does not prepare and deliver the Initial Statement to Seller within such 90-day period, then, at the election of Seller, either (i) Seller, may prepare and present the Initial Statement within an additional 60 days after the expiration of such 90-day period, or (ii) the Estimated Working Capital and the Estimated Closing Third-Party Indebtedness shall be deemed to be the Final Working Capital and the Final Closing Third-Party Indebtedness in accordance with the last sentence of Section 2.7(e). If Seller prepares the Initial Statement in accordance with the immediately preceding sentence, all references to "Seller" in Sections 2.7(b) and 2.7(c) shall be deemed to be references to "Buyer" and all references to "Buyer" in Sections 2.7(b) and 2.7(c) shall be deemed to be references to "Seller".

(b) During the 45 days immediately following Seller's receipt of the Initial Statement (the "Purchase Price Adjustment Review Period"), Buyer shall permit Seller and its Representatives to review Buyer's working papers and any working papers of Buyer's independent accountants, in each case, relating to the preparation of the Initial Statement, as well as all of the financial books, ledgers and records related thereto, and Buyer shall make

reasonably available to Seller and its Representatives the individuals responsible for and knowledgeable about the preparation of the Initial Statement. Seller acknowledges and agrees that access to the working papers of Buyer's independent accountants may be conditioned upon Seller's execution of a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to Buyer's independent accountants.

(c) If Seller concludes that the Initial Statement has not been prepared on the basis required by this Agreement, Seller shall submit a written notice to Buyer on or prior to the expiration of the Purchase Price Adjustment Review Period (the "Notice of Purchase Price Adjustment Disagreement"), which notice shall set forth in reasonable detail the basis of Seller's disagreement. If no Notice of Purchase Price Adjustment Disagreement is received by Buyer on or prior to the expiration date of the Purchase Price Adjustment Review Period, the Initial Statement shall be deemed to have been accepted by Seller and shall become final and binding upon Seller and Buyer in accordance with the last sentence of Section 2.7(e).

(d) During the 30 days immediately following Buyer's receipt of the Notice of Purchase Price Adjustment Disagreement (the "Purchase Price Adjustment Consultation Period"), Seller and Buyer shall seek in good faith to resolve any disagreement that they may have with respect to the matters specified in the Notice of Purchase Price Adjustment Disagreement.

(e) If, at the end of the Purchase Price Adjustment Consultation Period, Seller and Buyer have been unable to resolve all disagreements that they may have with respect to the matters specified in the Notice of Purchase Price Adjustment Disagreement, Seller and Buyer shall submit separate written statements setting forth in detail their respective positions with respect to all matters that remain in dispute with respect to the Notice of Purchase Price Adjustment Disagreement (along with a copy of the Initial Statement marked to indicate those line items that are in dispute) to KPMG (the "Independent Accountant") promptly thereafter. In the event that the Independent Accountant refuses or is otherwise unable to act as the Independent Accountant, Seller and Buyer shall cooperate in good faith to appoint an independent certified public accounting firm qualified and of national recognition in United States and Canada that is mutually agreeable to Seller and Buyer, in which event "Independent Accountant" shall mean such firm. Within 30 days after the submission of such matters to the Independent Accountant, or as soon as practicable thereafter, the Independent Accountant, acting as an expert and not as an arbitrator, will make a final determination, binding on Seller and Buyer, on the basis of the Agreed Working Capital Principles with respect to the Working Capital, of the appropriate amount of each of the matters that remain in dispute with respect to the Notice of Purchase Price Adjustment Disagreement. There shall be no *ex parte* communications between Seller and Buyer, on the one hand, and the Independent Accountant, on the other hand, relating to those matters in dispute, other than the initial written submission by Seller and Buyer of their respective positions on the matters in dispute and written answers by Seller and Buyer to written questions from the Independent Accountant. With respect to each disputed line item, the Independent Accountant's determination, if not in accordance with the position of Seller or Buyer, shall not be in excess of the highest nor less than the lowest of the amounts advocated in any Notice of Purchase Price Adjustment Disagreement or in the Initial Statement with respect to such disputed line item. For the avoidance of doubt, the Independent

Accountant shall not review any line items or make any determination with respect to any matter other than those matters in the Notice of Purchase Price Adjustment Disagreement that remain in dispute. The statement setting forth the Working Capital and the Closing Third-Party Indebtedness as of the Closing, and the determination of such Working Capital and Closing Third-Party Indebtedness as of the Closing that are final and binding on Seller and Buyer, as determined either through agreement of Seller and Buyer (deemed or otherwise) or through the determination of the Independent Accountant, in each case, as provided in this Section 2.7, are referred to herein as the "Final Statement", the "Final Working Capital", and the "Final Closing Third-Party Indebtedness," respectively.

(f) The cost of the Independent Accountant's review and determination pursuant to Section 2.7(e) shall be shared equally by Seller, on the one hand, and Buyer, on the other hand. During the review by the Independent Accountant, Seller and Buyer shall each make available to the Independent Accountant such individuals and such information, books, records and work papers, as may be reasonably requested by the Independent Accountant to fulfill its obligations under this Section 2.7(e); provided, however, that the independent accountants of Seller or Buyer (or their respective Affiliates) shall not be obligated to make any working papers available to the Independent Accountant unless and until the Independent Accountant has signed a customary confidentiality and hold harmless agreement relating to such access to working papers in form and substance reasonably acceptable to such independent accountants.

(g) If the sum of (A) the Estimated Working Capital less the Final Working Capital, and (B) the Final Closing Third-Party Indebtedness less the Estimated Closing Third-Party Indebtedness, is a negative number, then Buyer shall pay or cause to be paid to Seller an amount equal to such negative number. If the sum of (1) the Estimated Working Capital less the Final Working Capital, and (2) the Final Closing Third-Party Indebtedness less the Estimated Closing Third-Party Indebtedness, is a positive number, then Seller shall pay or cause to be paid to Buyer an amount equal to such positive number. In each case, such payment shall be made within three (3) Business Days after the Final Working Capital and the Final Closing Third-Party Indebtedness are ultimately determined in accordance with this Section 2.7. Any such payment shall be treated as an adjustment to the Purchase Price for all Tax purposes, to the maximum extent permitted by applicable Law.

Section 2.8 Payments. Seller and Buyer shall make direction to any Third-Party to effect any payment due to the other pursuant to this Article II, including in respect of any Third-Party Indebtedness, by no later than 9:00 a.m. (New York, NY time) on the day when due (unless otherwise consented to by the Person to whom such payment is due). All such payments shall be paid by wire transfer of immediately available United States funds to the account or accounts designated by or on behalf of the Person receiving such payment.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Seller Disclosure Schedule, Seller represents and warrants to Buyer as follows:

Section 3.1 Organization and Good Standing. Seller has been duly organized or created, is validly existing and is in good standing under the Laws of its jurisdiction of formation or creation.

Section 3.2 Corporate Authorization. Seller has all requisite corporate or similar power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and the other Transaction Documents, the performance of Seller's obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary action of Seller. This Agreement and the other Transaction Documents to which Seller is or will be a party have been or will be duly executed and delivered by Seller, and assuming the due authorization, execution and delivery of the Transaction Documents by each other Person that is or will be a party thereto, constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

Section 3.3 Ownership of the Securities. Seller is the registered and beneficial owner of, and has good and valid title to, the Securities to the extent set out on Schedule A hereto, free and clear of all Encumbrances (other than those arising pursuant to the Organizational Documents of SLG, this Agreement or applicable Laws).

Section 3.4 Non-Contravention. Assuming the receipt of all Seller Approvals, the execution and delivery by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party, the performance of Seller's obligations pursuant to this Agreement and the Transaction Documents and the consummation of the Transactions will not constitute or result in (a) a violation of the Organizational Documents of Seller, or (b) assuming the receipt of all the Buyer Approvals, a breach or violation of, or a default under, any Law to which Seller is subject, except, in the case of clause (b), as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Seller to consummate the Transactions.

Section 3.5 Consents and Approvals. Except for the approvals listed in Section 3.5 of the Seller Disclosure Schedule (the "Seller Approvals"), no consent, approval, waiver, authorization, notice or filing is required to be obtained by Seller or any of its Affiliates from, or to be given by Seller or any of its Affiliates to, or to be made by Seller or any of its Affiliates with, any Person (including any Government Entity), in connection with the execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party and the consummation of the Transactions, except (a) as would not prevent or materially delay or impair the ability of Seller to consummate the Transactions, or (b) as may be required as a result of any facts or circumstances relating solely to Buyer or any of its Affiliates.

Section 3.6 Litigation and Claims. As of the date hereof, there is no civil, criminal or administrative action, suit, demand, claim, hearing or proceeding in progress or pending or, to the Knowledge of Seller, threatened in writing, against Seller or any of the other

Non-SLG Affiliates before any Government Entity, except as would not, individually or in the aggregate, materially delay or impair the ability of Seller to consummate the Transactions.

Section 3.7 Canadian Tax Status. Seller is not a "non-resident" of Canada for the purposes of the Tax Act.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER REGARDING THE SLG COMPANIES

Except as set forth in the Seller Disclosure Schedule, Seller represents and warrants to Buyer as follows:

Section 4.1 Organization and Good Standing.

(a) Each of the SLG Companies has been duly organized or created, is validly existing and is in good standing under the Laws of its jurisdiction of formation or creation and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

(b) Each of the SLG Companies is qualified to do business and is in good standing in each jurisdiction where the ownership or operation of its properties or assets or conduct of its business requires such qualification, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.2 Capitalization. Section 4.2 of the Seller Disclosure Schedule sets forth a complete and accurate list of all of the issued and outstanding shares, partnership units or other equity interests of the SLG Companies and the ownership thereof. All of the outstanding shares, capital stock or other equity interests of the SLG Companies have been duly authorized, fully paid and are validly issued. Except pursuant to this Agreement and the Organizational Documents of the SLG Companies, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements or commitments under which any of the SLG Companies are or may become obligated to issue or sell, or giving any Person a right to subscribe for or acquire, or dispose of, any shares, partnership units or other equity interests, or any securities or obligations exercisable or exchangeable for or convertible into any shares, partnership units or other equity interests, or affect the transferability of any shares, partnership units or other equity interests, of any of the SLG Companies, and no securities or obligations evidencing such rights are authorized, issued or outstanding. Except pursuant to this Agreement and the Organizational Documents of the SLG Companies, the shares, partnership units or other equity interests in the SLG Companies are not subject to any voting trust agreement or similar arrangement relating to the voting of such shares or other equity interests. Other than the shares of SLG SMC and SLG Communications held by SLG, none of the SLG Companies holds any equity interest in, or has any obligation to acquire any equity interest in, any other Person.

Section 4.3 Non-Contravention. Assuming the receipt of all Seller Approvals, the consummation of the Transactions will not constitute or result in (a) a violation of

the Organizational Documents of any of the SLG Companies, (b) a breach or violation of, a termination of, a right of termination or default under, the creation or acceleration of any rights or obligations under, or the creation of an Encumbrance on any of the assets of the SLG Companies pursuant to, any Material Contract (with or without notice, lapse of time or both) or (c) assuming the receipt of all Buyer Approvals, a breach or violation of, or a default under, any Law to which the SLG Companies are subject, except, in the case of clause (b) or (c), as would not, individually or in the aggregate, have a Material Adverse Effect or prevent or materially delay or impair the ability of Seller to consummate the Transactions.

Section 4.4 Consents and Approvals. Except for the Seller Approvals, no consent, approval, waiver, authorization, notice or filing is required to be obtained by any SLG Company from, or to be given by any SLG Company to, or to be made by any SLG Company with, any Person (including any Government Entity) in connection with the execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party and the consummation of the Transactions, except (x) as would not prevent or materially delay or impair the ability of Seller to consummate the Transactions, or (y) as may be required as a result of any facts or circumstances relating solely to Buyer or any of its Affiliates.

Section 4.5 Financial Statements. Copies of (i) the audited balance sheet as of December 31, 2016 and the audited statement of income and other comprehensive income for the fiscal year ended on December 31, 2016 for SLG, (ii) the unaudited balance sheet as of December 31, 2016 and the unaudited income statement for the fiscal year ended on December 31, 2016 for SLG SMC, and (iii) the unaudited balance sheet as of December 31, 2016 and the unaudited income statement for the fiscal year ended on December 31, 2016 for SLG Communications (collectively, the "Financial Statements") have been made available to Buyer prior to the date of this Agreement and are included in Section 4.5 of the Seller Disclosure Schedule. The Financial Statements referenced in foregoing item (i) were each prepared in accordance with NYS PSC Accounting Practices and fairly present, in all material respects, the financial position and results of operations of SLG as of the dates and for the periods presented (except as may be noted therein). The Financial Statements referenced in foregoing items (ii) and (iii) were each prepared in accordance with U.S. GAAP (except without footnotes) and fairly present, in all material respects, the financial position and results of operations of SLG SMC and SLG Communications, respectively, as of the dates and for the periods presented (except as may be noted therein) and subject to normal recurring year-end adjustments.

Section 4.6 Absence of Liabilities. The SLG Companies have no Liabilities required, in the case of SLG, by NYS PSC Accounting Practices, and in the case of SLG SMC and SLG Communications, by U.S. GAAP, to be reflected in a balance sheet, other than, in each case, (a) Liabilities that have been reflected, reserved against or otherwise disclosed in the Financial Statements, (b) Liabilities incurred since December 31, 2016 in the ordinary course of business of each SLG Company, and (c) Liabilities that have been or will be discharged or paid in full prior to Closing.

Section 4.7 Absence of Changes. Except as contemplated by this Agreement, since December 31, 2016 through the date of this Agreement, (a) the SLG Business

has been conducted in all material respects in the ordinary course of business of the SLG Companies, and (b) no Material Adverse Effect has occurred.

Section 4.8 Material Contracts.

(a) Section 4.8(a) of the Seller Disclosure Schedule sets forth a complete and accurate list, as of the date of this Agreement, of the Material Contracts.

(b) Each Material Contract is a valid and binding obligation of the SLG Company that is party thereto and, to the Knowledge of Seller, is a valid and binding obligation of each other party to such Material Contract. Each Material Contract is enforceable against the SLG Company that is party thereto and, to the Knowledge of Seller, each other party to such Material Contract in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles). None of the SLG Companies or, to the Knowledge of Seller, any other party to a Material Contract is in default or breach, in any material respect, of a Material Contract and, to the Knowledge of Seller, there does not exist any event, condition or omission that would constitute such a default or breach (whether by lapse of time or notice or both).

Section 4.9 Litigation and Claims. There is no civil, criminal or administrative action, suit, demand, claim, hearing or proceeding in progress, pending or, to the Knowledge of Seller, threatened in writing, against any of the SLG Companies before any Government Entity, except as individually set out in Section 4.9 of the Seller Disclosure Schedule.

Section 4.10 Compliance with Law; Permits.

(a) Except as would not, individually or in the aggregate, have a Material Adverse Effect, (i) each of the SLG Companies is, and since the date three years prior to the date hereof has been, in compliance in all material respects with all Laws applicable to it or its business, properties or assets, and (ii) each of the SLG Companies have all Permits required to conduct the SLG Business; it being understood that nothing in this representation is intended to address any compliance issue that is specifically addressed by any other representation or warranty set forth herein, including those set forth in Section 4.13.

(b) The consummation of the Transaction will not cancel, suspend, terminate or otherwise require modification of any Permit required to conduct the SLG Business as currently conducted.

(c) Since the date three years prior to the date hereof, the SLG Companies have not received any written notice alleging any material violation under any applicable Law or any Permit required to conduct the SLG Business as currently conducted. To the Knowledge of Seller, there are no investigations or reviews pending or threatened by any Government Entity against any SLG Company relating to any alleged material violation of Law or the terms of any Permit required to conduct the SLG Business as currently conducted other than, in each case, those that have been resolved.

Section 4.11 SLG Personal Property.

(a) Except for Permitted Encumbrances and property rights terminated or disposed of after December 31, 2016 in the ordinary course of business of the SLG Companies, the SLG Companies have good and valid title to all property and assets (other than SLG Real Property and Retained Non-Owned SLG Assets) used by the SLG Companies for the conduct of the SLG Business as currently conducted (the "SLG Personal Property").

(b) Section 4.11(b) of the Seller Disclosure Schedule includes a complete and accurate list of all material assets used as of the date hereof by the SLG Companies for the conduct of the SLG Business that are owned or leased by Non-SLG Affiliates (collectively, the "Retained Non-Owned SLG Assets").

Section 4.12 SLG Real Property.

(a) Section 4.12(a)(i) of the Seller Disclosure Schedule sets forth a complete and accurate list of all material real property owned by one or more of the SLG Companies, and Section 4.12(a)(ii) of the Seller Disclosure Schedule sets forth a complete and accurate list of all material real property in which one or more of the SLG Companies holds a valid leasehold interest (collectively, the "SLG Real Property"). Except for Permitted Encumbrances and property rights terminated or disposed of after December 31, 2016 in the ordinary course of business of the SLG Companies, the SLG Companies have (i) good and valid title in fee simple to all owned SLG Real Property set forth on Section 4.12(a)(i) of the Seller Disclosure Schedule, and (ii) a valid, binding and enforceable leasehold interest in all leased SLG Real Property set forth on Section 4.12(a)(ii) of the Seller Disclosure Schedule, in each case used by the SLG Companies in the conduct of the SLG Business as currently conducted.

(b) Other than Easements, the SLG Real Property constitutes all of the real property used by the SLG Companies for the conduct of the SLG Business as currently conducted. The SLG Companies have such Easements as are necessary for the SLG Companies to operate the SLG Business as currently conducted, except for imperfections (including gaps, defects and irregularities) as would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.13 Environmental Matters.

(a) Except, in each case, as would not, individually or in the aggregate, have a Material Adverse Effect, the SLG Companies are in compliance with all Environmental Laws applicable to the SLG Companies and possess all Environmental Permits required for the operation of the SLG Business as currently conducted.

(b) Since the date three years prior to the date hereof, to the Knowledge of Seller, there have not been any Releases of Hazardous Materials from any of the SLG Personal Property or on any of the SLG Real Property that require Remedial Action pursuant to any Environmental Law, except for Releases that, individually or in the aggregate, have not had and would not have a Material Adverse Effect.

(c) Since the date three years prior to the date hereof, neither Seller nor any of the SLG Companies have received any written claim, demand, notice of violation or citation under any applicable Environmental Law (other than past violations, if any, that have been resolved, to the Knowledge of Seller, without any ongoing obligations), except that, individually or in the aggregate, have not had and would not have a Material Adverse Effect.

(d) There are no writs, injunctions, decrees, orders, actions, suits or proceedings pending or, to the Knowledge of Seller, threatened in writing, concerning compliance by the SLG Companies with, or liability of the SLG Companies under, any applicable Environmental Law, except as would not, individually or in the aggregate, have a Material Adverse Effect.

(e) Notwithstanding any other representation and warranty in this Article IV, the representations and warranties set forth in this Section 4.13 are Seller's sole and exclusive representations and warranties regarding environmental matters.

Section 4.14 Employee Benefit Matters.

(a) Section 4.14(a) of the Seller Disclosure Schedule lists all of the employment agreements, bonus, deferred compensation, incentive compensation, share purchase, share option, share appreciation, phantom share, savings, profit sharing, severance or termination pay, health, dental or other medical, life, disability or other insurance (whether insured or self-insured), employee loan, employee assistance, supplemental unemployment benefit, pension, retirement, supplemental retirement, plan, program and every other benefit or compensation plan, program, agreement, arrangement or practice (whether written or unwritten) sponsored by any of the SLG Companies or in which any SLG Employee participates (the "Benefit Plans"). Section 4.14(a) of the Seller Disclosure Schedule identifies each Benefit Plan sponsored by any of the SLG Companies (the "SLG Benefit Plans"). Seller has made available to Buyer, prior to the date of this Agreement, summary descriptions of the SLG Benefit Plans provided to SLG Benefit Plan members and, prior to the Closing Date, true, complete and up-to-date copies of the SLG Benefit Plans and all amendments thereto together with, as applicable, all current funding agreements, the most recent annual reports (Form 5500), together with schedules, as required, filed with the U.S. Department of Labor, the most recent actuarial report, if any, and the most recent determination letter or prototype opinion letter issued by the U.S. Internal Revenue Service.

(b) All of the SLG Benefit Plans, and, to the Knowledge of Seller, all of the Benefit Plans other than the SLG Benefit Plans, (i) are, and (ii) have been since their establishment, administered in material compliance with their terms and all applicable Laws.

(c) There are no pending or, to the Knowledge of Seller, threatened proceedings or governmental audits against any SLG Benefit Plan or any fiduciary thereof, or against any SLG Company with respect to any Benefit Plan.

(d) No excise Tax or penalty that would result in a material liability to the SLG Companies has been incurred, or will be incurred as a result of the transactions contemplated by this Agreement, with respect to any Benefit Plan.

Section 4.15 Employment and Labor Matters.

(a) SLG Communications is not the employer of record of any individual. Each SLG Employee is exclusively devoted to supporting the SLG Business.

(b) Section 4.15(b) of the Seller Disclosure Schedule includes a true and complete list of all of the SLG Employees as of the date hereof, which list specifies for each such SLG Employee his or her (i) job title, (ii) principal work location or department, (iii) date of hire, (iv) benefit plan creditable service and eligibility dates, (v) employment status (i.e. active or on leave; full-time or part-time), (vi) whether such employee is a Unionized Employee, (vii) for non-Unionized Employees only, annual base salary or pay rate, and (viii) employer of record.

(c) None of the SLG Companies has any written employment contracts altering the at-will employment status of any of the SLG Employees.

(d) With respect to the SLG Employees, except for those locations and employees covered by the Collective Agreements, no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent:

(i) holds bargaining rights with respect to any SLG Employees by way of certification, interim certification, voluntary recognition, designation or successor rights; or

(ii) has applied to be certified as the bargaining agent of any of the SLG Employees.

(e) With respect to the SLG Employees, there are no actual, or, to the Knowledge of Seller, threatened or pending, organizing activities of any trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent, or any actual, or, to the Knowledge of Seller, threatened or pending unfair labor practice complaints, strikes, work stoppages, picketing, lock-outs, hand-billings, boycotts, slowdowns, arbitrations, grievances, charges or similar labor related disputes or proceedings pertaining to the SLG Business, except as disclosed in Section 4.15(e) of the Seller Disclosure Schedule.

Section 4.16 Tax Matters.

(a) All material Tax Returns that are required to be filed by the SLG Companies, taking into account any valid extension of time within which to file, have been timely filed and all such Tax Returns are accurate and complete in all material respects.

(b) All material Taxes shown as owing by the SLG Companies on the Tax Returns described in Section 4.16(a) have been fully paid and all material deficiencies asserted or assessments made with respect to such Tax Returns have been paid in full or properly accrued on the Financial Statements.

(c) No examination, audit, claim, assessment, levy, or administrative or judicial proceeding regarding any of the Tax Returns described in Section 4.16(a) or any material

Taxes of any SLG Company are currently pending or have been proposed to any SLG Company in writing or, to the Knowledge of Seller, have been threatened against any SLG Company.

(d) No waivers or extensions of statutes of limitations have been given or requested in writing with respect to any material amount of Taxes of the SLG Companies or any material Tax Returns of the SLG Companies.

(e) No closing agreements, rulings or, to the Knowledge of Seller, technical advice memoranda, or similar agreements or rulings with respect to material Taxes have been entered into or issued by any Tax Authority with respect to any of the SLG Companies, other than those already provided by Seller to Buyer.

(f) No power of attorney has been granted by any SLG Company with regard to any matters relating to material Taxes.

(g) Each SLG Company has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, member, partner or other Third-Party.

(h) No SLG Company is a party to, bound by or has any obligation under any Tax allocation, Tax sharing, Tax indemnity or similar agreement, arrangement or understanding.

(i) No SLG Company has been a member of any "consolidated group" (as defined under Treasury Regulations section 1.1502-1(h)) other than the "consolidated group" of which SLG is the common parent.

(j) Notwithstanding any other representation and warranty in this Article IV, the representations and warranties set forth in this Section 4.16 are Seller's sole and exclusive representations and warranties regarding Tax matters. Nothing in this Section 4.16 or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) any position that Buyer or any of its Affiliates (including the SLG Companies) may take in or in respect of a Tax period (or portion thereof) after the Closing, or (ii) the validity or availability of any Tax assets or attributes including, without limitation, any net operating losses, of the SLG Companies.

Section 4.17 NYS PSC Compliance. Each SLG Company is, and since the date three years prior to the date hereof has been, in compliance with (i) the applicable provisions of the New York State Public Service Law and the regulations thereunder and (ii) all applicable rules, regulations, orders, certificates and tariffs of the NYS PSC, except, in each case, as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect. Each SLG Company has duly filed all tariffs, forms and reports required to be filed by or with respect to such SLG Company with the NYS PSC, and such forms and reports have been prepared in accordance with applicable Laws except, in each case, as would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Effect.

Section 4.18 Insurance.

(a) Section 4.18(a) of the Seller Disclosure Schedule sets forth a true and high-level description of all property and casualty insurance policies insuring the properties, assets, employees and/or operations of the SLG Companies (collectively, the "Insurance Policies"). Such Insurance Policies are in full force and effect. All premiums payable under such Insurance Policies (including with respect thereto covering all periods up to and including the Closing Date) have been or will be paid in a timely manner and the SLG Companies have complied in all material respects with the terms and conditions of all such Insurance Policies.

(b) None of the SLG Companies is in default in any material respect under any provisions of the Insurance Policies, and there is no claim, and there has been no notice of circumstances filed with any carrier, by any of the SLG Companies or by Seller or any of its Affiliates. No notice of cancellation of, or indication of an intention not to renew, any such Insurance Policy has been received. Such Insurance Policies are sufficient for material compliance with the minimum stated requirements under all Material Contracts to which any of the SLG Companies is a party.

(c) Section 4.18(c) of the Seller Disclosure Schedule sets forth a list, from January 1, 2014 through the date of this Agreement, of all events noticed by or on behalf of any of the SLG Companies with the SLG Companies' property insurance, potential losses in respect of which may exceed $250,000, and events noticed by or on behalf of any of the SLG Companies with the SLG Companies' liability insurance, potential losses in respect of which may exceed $100,000, in each case without respect to any deductible or retention and whether or not an insurance claim was filed with the applicable insurer.

Section 4.19 No Brokers or Finders. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller, the SLG Companies or any of their respective Affiliates who is entitled to any fee or commission from any of the SLG Companies in connection with the Transactions for which Buyer or any of the SLG Companies would be liable.

Section 4.20 No Other Business. None of the SLG Companies is engaged in any material respect in any business other than the SLG Business.

Section 4.21 Intellectual Property. (a) To the Knowledge of Seller, each of the SLG Companies owns or has the right to use pursuant to license, sublicense, agreement or otherwise all items of Intellectual Property required in the operation of its business as presently conducted, (b) no Third-Party has asserted in writing or, to the Knowledge of Seller, otherwise threatened or claimed, against Seller, any SLG Company or any of their respective Affiliates a claim that any SLG Company is infringing on the Intellectual Property of such Third-Party, and (c) to the Knowledge of Seller, no Third-Party is infringing on the Intellectual Property owned by any of the SLG Companies.

Section 4.22 Bank Accounts. Section 4.22 of the Seller Disclosure Schedule sets forth a true, complete and correct list of all deposit, demand, time, savings, passbook, security or similar accounts that the SLG Companies maintain with any bank or

financial institution, the names and addresses of the financial institutions maintaining each such account, the purpose for which such account is established, and the authorized signatories on each such account.

Section 4.23 Transactions with Non-SLG Affiliates. There are no Contracts between any SLG Company, on the one hand, and any Non-SLG Affiliate, on the other hand, except as disclosed in Section 4.23 of the Seller Disclosure Schedule.

Section 4.24 Indebtedness. None of the SLG Companies will, at Closing, have any Indebtedness, except (a) as disclosed in Section 4.24 of the Seller Disclosure Schedule (including any Intercompany Indebtedness), (b) for any Indebtedness owed to another SLG Company, (c) for Indebtedness incurred as a result of any Capital Lease Obligations, and (d) for Indebtedness which constitutes a Current Liability for purposes of calculating Estimated Working Capital or Final Working Capital (but excluding any current portion of long-term Indebtedness).

Section 4.25 Guaranties or Bonds. There are no Guaranties or Bonds, except as disclosed in Section 4.25 of the Seller Disclosure Schedule.

Section 4.26 No Representations or Warranties. Except for the representations and warranties contained in Article III and this Article IV, none of Seller, the SLG Companies, any of their respective Affiliates or any of their respective Representatives has made or is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, with respect to Seller, the SLG Companies, the SLG Personal Property, the SLG Real Property, or the SLG Business. Except for the representations and warranties contained in Article III, and this Article IV, Seller disclaims, on behalf of itself and its Affiliates, all liability and responsibility for any other representation, warranty, opinion, projection, forecast, advice, statement or information made, communicated or furnished (orally or in writing) to Buyer or its Affiliates. None of Seller, the SLG Companies, any of their respective Affiliates or any of their respective Representative has made or is making any representations or warranties to Buyer or any other Person regarding the probable success or profitability of the SLG Companies or the SLG Business (whether before or after the Closing), including regarding the possibility or likelihood of any action, application, challenge, claim, proceeding or review, regulatory or otherwise, including, in each case, in respect of rates, or any particular result or outcome therefrom, or the possibility or likelihood of the occurrence of any environmental condition, release or hazard, or any mechanical or technical issue, problem, or failure, or of any interruption in service, or of any increase, decrease or plateau in the volume of product or service, or revenue derived therefrom, or of the possibility, likelihood or potential outcome of any complaints, controversies or disputes with respect to existing or future customers or suppliers, in each case, related to any of the SLG Companies or the SLG Business.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedule, Buyer represents and warrants to Seller as follows:

Section 5.1 Organization and Qualification. Buyer has been duly organized or created, is validly existing and is in good standing under the Laws of its jurisdiction of formation or creation.

Section 5.2 Corporate Authorization. Buyer has all requisite corporate or similar power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution and delivery of this Agreement and the other Transaction Documents, the performance of Buyer's obligations hereunder and thereunder and the consummation of the Transactions have been duly authorized by all necessary action of Buyer. This Agreement and the other Transaction Documents to which Buyer is or will be a party have been or will be duly executed and delivered by Buyer, and assuming the due authorization, execution and delivery of the Transaction Documents by each other Person that is or will be a party thereto, constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

Section 5.3 Non-Contravention. Assuming the receipt of all Buyer Approvals, the execution and delivery by Buyer of this Agreement and the other Transaction Documents to which Buyer is or will be a party, the performance of Buyer's obligations pursuant to this Agreement and the other Transaction Documents and the consummation of the Transactions will not constitute or result in (a) a violation of the Organizational Documents of Buyer, or (b) assuming the receipt of all the Seller Approvals, a breach or violation of, or a default under, any Law to which Buyer is subject, except, in the case of clause (b), as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Buyer to consummate the Transactions.

Section 5.4 Consents and Approvals. Except for the approvals listed in Section 5.4 of the Buyer Disclosure Schedule (the "Buyer Approvals"), no consent, approval, waiver, authorization, notice or filing is required to be obtained by Buyer or any of its Affiliates from, or to be given by Buyer or any of its Affiliates to, or be made by Buyer or any of its Affiliates with, any Person (including any Government Entity) in connection with the execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is or will be a party or the consummation of the Transactions, except as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Buyer to consummate the Transactions.

Section 5.5 Litigation and Claims. There is no civil, criminal or administrative action, suit, demand, claim, hearing or proceeding in progress, pending or, to the Knowledge of Buyer, threatened in writing, against Buyer before any Government Entity except as would not, individually or in the aggregate, prevent or materially delay or impair the ability of Buyer to consummate the Transactions.

Section 5.6 Financing. Buyer's obligations hereunder are not subject to any conditions regarding its or any other Person's ability to obtain financing for the

Transactions. Buyer has or will have at the Closing sufficient immediately available United States funds in cash to enable Buyer to consummate the Transactions.

Section 5.7 No Brokers or Finders. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer or any of its Affiliates who is entitled to any fee or commission from Buyer or any of its Affiliates in connection with the Transactions for which Seller or any of its Affiliates would be liable.

Section 5.8 Independent Investigation; No Other Representations or Warranties. Buyer acknowledges that in making the decision to enter into this Agreement and to consummate the Transactions, Buyer has relied solely on (a) its own independent investigation of the SLG Companies, the SLG Personal Property, the SLG Real Property, and the SLG Business, including its components and the risks related thereto, and (b) the express written representations and warranties of Seller in Article III and Article IV. Without limiting the foregoing, Buyer expressly acknowledge the provisions set forth in Section 4.26. Except for the representations and warranties contained in this Article V, none of Buyer, any of its Affiliates or of their respective Representatives has made or is making any other representation or warranty of any kind or nature whatsoever, oral or written, express or implied, with respect to Buyer. Except for the representations and warranties contained in this Article V, Buyer disclaims, on behalf of itself and its Affiliates, all liability and responsibility for any other representation, warranty, opinion, projection, forecast, advice, statement or information made, communicated or furnished (orally or in writing) to Seller or its Affiliates.

Section 5.9 Canadian Tax Status. Buyer is a "non-resident" of Canada for the purposes of the Tax Act.

ARTICLE VI

COVENANTS

Section 6.1 Access and Information.

(a) From the date hereof until the Closing Date, subject to any applicable Law and subject to any applicable privileges (including the attorney-client privilege), trade secrets, and contractual confidentiality obligations, upon reasonable prior notice, Seller shall (A) afford Buyer and its Representatives reasonable access, during normal business hours, to the books and records, offices and properties of the SLG Companies and (B) furnish to Buyer such additional financial and operational data and other information regarding the SLG Companies as Buyer may from time to time reasonably request; provided, however that, prior to the Closing, without the prior written consent of Seller (which consent may be withheld by Seller in its sole discretion), neither Buyer nor any of its Representatives shall be permitted to (i) contact any customer, vendor, supplier, lender, or regulator of any SLG Company, Seller, or any other Non-SLG Affiliate regarding this Agreement or the Transactions, (ii) contact any employee of any SLG Company, Seller, or any other Non-SLG Affiliate regarding this Agreement or the

Transactions, except as otherwise provided in Section 6.10, or (iii) perform invasive or subsurface investigations of any property of any SLG Company or collect or analyze any environmental samples related to any such property (including building materials, indoor and outdoor air, surface and ground water, and surface and subsurface soils). Any such access or requests shall (i) be supervised by such Persons as may be designated by Seller and (ii) be conducted in such a manner so as not to interfere with any of the business or operations of Seller or the SLG Companies and shall not contravene any applicable Law. All requests for information made pursuant to this Section 6.1(a) shall be directed to such Person or Persons as may be designated by Seller, and Buyer shall not directly or indirectly contact any Representative of Seller or any of the SLG Companies without the prior approval of such designated Person or Persons. In no event shall the auditors and independent accountants of Seller, the SLG Companies or their respective Affiliates be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. If requested by Seller, Buyer shall enter into a customary joint defense agreement with Seller and the SLG Companies with respect to any information to be provided to Buyer pursuant to this Section 6.1(a). Buyer agrees to be liable to and to indemnify, defend and hold harmless Seller, the SLG Companies and their respective Affiliates, and each of their respective directors, officers and employees, from and against any and all Liabilities, claims and causes of action for personal injury, death or property damage occurring as a result of Buyer's or any of its Representatives' access to the books and records, offices facilities, and properties of the SLG Companies; provided, however, that such indemnity will not apply to the extent that any such Liabilities, claims or causes of action arise out of the gross negligence or willful misconduct of Seller, the SLG Companies or any of their respective Affiliates, or any of their respective directors, officers or employees. Buyer further agrees to comply, and cause each of its Affiliates and its and their Representatives to comply, fully with all rules, regulations and instructions issued by Seller and the SLG Companies in respect of Buyer's, its Affiliates' or their respective Representatives' actions while upon, entering or leaving any facilities or properties of the SLG Companies.

(b) From and after the Closing, in connection with any reasonable business purpose, including (i) in response to the request or at the direction of a Government Entity, (ii) the preparation of Tax Returns or other documents related to Tax matters, and (iii) the determination of any matter relating to the rights or obligations of Seller and its Affiliates under this Agreement or any other Transaction Document (including matters contemplated by Section 2.7), subject to any applicable Law and any applicable privileges (including the attorney-client privilege) and contractual confidentiality obligations, upon reasonable prior notice, Buyer shall (A) afford Seller, its Affiliates, and any of their respective Representatives reasonable access, during normal business hours, to the books, data, files, information and records of Buyer and its Affiliates in respect of the SLG Companies (including, for the avoidance of doubt, Tax Returns and other information and documents relating to Tax matters), (B) furnish to Seller, its Affiliates and their respective Representatives such additional financial and other information regarding the SLG Companies as Seller may from time to time reasonably request (including, for the avoidance of doubt, Tax Returns and other information and documents relating to Tax matters), and (C) make available to Seller, its Affiliates and their respective Representatives the employees of Buyer and its Affiliates whose assistance, expertise, testimony, notes and recollections or presence is necessary to assist Seller in connection with Seller's inquiries for any

of the purposes referred to in this Section 6.1(b); provided, however, that such access or request shall not unreasonably interfere with the business or operations of Buyer or any of its Affiliates. In no event shall the auditors and independent accountants of Buyer or its Affiliates be obligated to make any work papers available to any Person unless and until such Person has signed a customary confidentiality and hold harmless agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or independent accountants. If so reasonably requested by Buyer, Seller shall and, to the extent applicable, shall cause its Affiliates to enter into a customary joint defense agreement with any one or more of Buyer and its Affiliates with respect to any information to be provided to Seller pursuant to this Section 6.1(b).

Section 6.2 Books and Records.

(a) Retention by Seller. Seller and its Affiliates shall have the right to retain (i) copies of all books and records and all Tax Returns and other information and documents (A) relating to Tax matters of the SLG Companies, in each case, relating to periods ending on or prior to the Closing Date, (B) relating to any information Seller may disclose in compliance with applicable Law regarding the SLG Employees, (C) as required by any legal or regulatory authority, including any applicable Law or regulatory request, or (D) as may be necessary for Seller and its Affiliates to perform their respective obligations pursuant to this Agreement and the other Transaction Documents, in each case subject to compliance in all material respects with applicable Laws, and (ii) all data room materials and copies of all books and records prepared in connection with the Transactions, including (A) any books and records that may be relevant in connection with the defense of disputes arising under this Agreement or (B) financial information and all other accounting books and records prepared or used in connection with the preparation of financial statements of any of Seller or the SLG Companies.

(b) Delivery to Buyer. No later than twenty-four hours prior to the projected Closing, Seller shall provide Buyer with full access to all operating procedures, manuals, guidelines and other procedures used in connection with the operation or construction of SLG Business (collectively, the "Manuals"). To the extent not already in the possession of the SLG Companies as of the Closing, Seller shall deliver to Buyer promptly following the Closing a copy of all of the Manuals and, to the extent in the possession of Seller or its Affiliates, all other books and records (excluding personal information that Seller would be prohibited from disclosing by applicable Laws) relating to the SLG Companies and the SLG Business, including all (i) Tax Returns and other information and documents relating to Tax matters, (ii) copies of all financial information and all other accounting books and records, (iii) land and right of way records, (iv) compliance records, (v) minute books, (vi) shareholder or partner transfer ledgers, (vii) corporate seals, (viii) operating records, (ix) all documents, files and other records relating to any unresolved claim, controversy, disagreement or dispute to which an SLG Company is a party, (x) all documents, files and other records relating to any Contract to which an SLG Company is a party, (xi) all applications (including all expert reports and other supporting materials) in respect of any permit, approval or authorization relating to the SLG Personal Property and the SLG Real Property, and (xii) operating and maintenance expenditures records. From and after the Closing Date, Buyer shall preserve all such books and records relating to the SLG Companies or the operation of the SLG Business prior to the Closing for a period of six years after the Closing Date and shall make such books and records available to Seller upon reasonable request. Within ninety (90) days prior to the expiration of such six-year period, Seller may provide a written

request to Buyer that Seller, at its own cost and expense, desires to remove and retain copies of all or any part of such books and records as Seller may select. Notwithstanding the foregoing, Buyer agrees that it shall preserve and keep all books and records relating to any proceeding, action, claim, suit, investigation or inquiry instituted by or before any Government Entity (whether before or after the Closing Date) for a period of seven years following the conclusion of such investigation if any reasonable possibility exists that such investigation or other proceeding may relate to matters occurring prior to the Closing without regard to the time limitations otherwise set forth in this Section 6.2.

Section 6.3 Conduct of Business.

(a) During the period from the date hereof to the Closing, except (A) as required by applicable Laws, (B) as otherwise contemplated by this Agreement or as necessary to complete the Transactions, (C) for matters identified on Section 6.3(a) of the Seller Disclosure Schedule, (D) in connection with necessary repairs due to breakdown or casualty, or other actions taken in response to a business emergency or other unforeseen operational matters, or (E) as Buyer otherwise consents in writing in advance (which consent shall not be unreasonably withheld, delayed or conditioned), (x) Seller shall cause the SLG Companies to conduct the business of the SLG Companies in the ordinary course of business of the SLG Companies (including by making capital expenditures substantially in accordance with the SLG Companies' annual budget previously provided to Buyer and, thereafter (if applicable), in the ordinary course of business consistent with past practice), to use their commercially reasonable efforts to preserve intact the business of the SLG Companies and their relationships with their material customers, suppliers and creditors and keep in full force and effect present insurance policies or other comparable insurance policies that name as insureds the SLG Companies, and (y) Seller shall cause each of the SLG Companies not to:

(i) sell, lease, license, transfer or dispose of any assets other than in the ordinary course of business of the SLG Companies;

(ii) amend the Organizational Documents of any of the SLG Companies;

(iii) issue, sell, pledge, transfer, dispose of or create any Encumbrance (other than Permitted Encumbrances or Encumbrances that will be discharged prior to Closing) on the Securities;

(iv) split, combine, subdivide, reclassify or redeem, or purchase or otherwise acquire, any of the Securities;

(v) settle any proceeding (other than one relating to Taxes) against the SLG Companies unless such settlement (A) requires payment of less than $150,000 by the SLG Companies, (B) involves the unconditional release of the SLG Companies with respect to the subject matter of the proceeding and (C) does not impose any obligations on the business or operations of the SLG Companies after the Closing;

(vi) make any capital expenditure (or series of related capital expenditures) other than (A) in accordance with the SLG Companies' annual budget previously provided to Buyer, (B) as required to comply with any applicable Law, (C) as required in

order to comply with the terms of any Contract to which such SLG Company is a party as of the date hereof or (D) in the case of capital expenditures in excess of those set forth in the SLG Companies' annual budget previously provided to Buyer, as do not exceed $50,000 in the aggregate per year;

(vii) except as required by the terms of any SLG Benefit Plan as in effect on the date hereof or any Collective Agreement, in the ordinary course of business of the SLG Companies or as required to comply with applicable Law, (A) grant, increase or accelerate the vesting or payment of, or announce or promise to grant, increase or accelerate the vesting or payment of, any wages, salaries, bonuses, incentives, severance pay, other compensation, pension or other benefits payable or potentially available to any SLG Employee, including any increase or change pursuant to any SLG Benefit Plan, or (B) establish, adopt or materially amend any SLG Benefit Plan or any benefits potentially available thereunder applicable to any SLG Employee;

(viii) except in the ordinary course of business of the SLG Companies, (A) terminate the employment of any SLG Employee other than for cause or (B) hire any employees;

(ix) merge or consolidate with any Person or adopt a plan of complete or partial liquidation or authorize or undertake a dissolution, consolidation, restructuring, recapitalization or other reorganization;

(x) incur any Indebtedness other than (A) pursuant to the terms and conditions of the KeyBank Credit Agreements, and (B) any Intercompany Indebtedness;

(xi) except in the ordinary course of business of the SLG Companies, make any filings regarding the SLG Business, the SLG Personal Property, or the SLG Real Property with the NYS PSC or any other Government Entity (including any filings in respect of the Franklin County expansion rate case);

(xii) except in the ordinary course of business of the SLG Companies, (A) make any new material Tax election or change or revoke any existing material Tax election, (B) settle or compromise any material Tax liability or refund, (C) file any amended material Tax Return or claim for material refund, or (D) enter into any closing agreement affecting any material Tax liability or refund which, in each case, are or could reasonably be expected to have a material negative effect on the operations of the SLG Companies in a taxable period (or portion thereof) beginning after the Closing Date;

(xiii) enter into any Contract that would have been a Material Contract had it been entered into prior to the date hereof (other than any Contract permitted by any other clause of this Section 6.3(a)), except (A) as contemplated in this Agreement, or (B) in respect of any such Contract having a term that does not exceed one year and entered into in the ordinary course of business of the SLG Companies;

(xiv) amend the NGTL Long Term TSA or any other Material Contract (other than any Contract permitted by any other clause of this Section 6.3(a)), except (A) as contemplated in this Agreement, or (B) in respect of any such Contract having a term that

does not extend one year and entered into in the ordinary course of business of the SLG Companies;

(xv) terminate any Material Contract, except as contemplated in this Agreement or in the ordinary course of business of the SLG Companies; or

(xvi) authorize or enter into any binding agreement or commitment with respect to any of the foregoing in this subsection (a).

(b) For the avoidance of doubt, nothing contained in this Section 6.3 is intended to give Buyer, directly or indirectly, the right to control or direct the SLG Business or the operations of Seller or the SLG Companies prior to the Closing. Prior to the Closing, each of Seller and the SLG Companies and Buyer shall exercise complete control and supervision over their respective operations.

Section 6.4 Regulatory Approvals.

(a) Subject to and in accordance with the provisions of this Section 6.4, each of Seller and Buyer shall use commercially reasonable efforts to obtain (and shall cooperate fully with the other Parties hereto in obtaining) as promptly as practicable the Regulatory Approvals. Buyer and Seller shall equally pay all filing fees in connection with the Buyer Approvals and the Seller Approvals (but, for the avoidance of doubt, not the associated attorneys' fees or expenses).

(b) As promptly as practicable after the date hereof, Seller and Buyer shall make, or cause to be made, (A) all filings with, or notices to, the NYS PSC in order to secure the NYS PSC Approval, and promptly file any supplemental information required or requested in connection therewith and (B) all filings and notifications with all Government Entities that may be or may become reasonably necessary, proper or advisable under this Agreement and applicable Laws to consummate and make effective the Transactions.

(c) Seller and Buyer may not, without the consent of the other (which consent shall not be unreasonably withheld, delayed or conditioned), (i) cause any such filing or submission applicable to it under foregoing subsection (b) to be withdrawn or refiled for any reason, including to provide the applicable Government Entity with additional time to review any or all of the Transactions, or (ii) consent to any voluntary extension of any statutory deadline or waiting period or to any voluntary delay of the consummation of the Transactions at the behest of any Government Entity. Each of Seller and Buyer shall use commercially reasonable efforts to supply promptly any information and documentary material that may be requested pursuant to any applicable Laws in connection with such filings or submissions.

(d) Subject to applicable Laws relating to the sharing of information, Seller and Buyer shall promptly notify each other of any communication such Party receives from any Government Entity with respect to the Seller Approvals and/or the Buyer Approvals (other than communications for purely logistical purposes) and permit such other Party to review in advance any proposed applications, notices, filings, submissions, undertakings, correspondence and communications of any nature (including responses to requests for information and inquiries from any Government Entity) by such Party, as applicable, to any Government Entity and shall provide such other Party with copies of all applications, notices, filings, submissions,

undertakings, correspondence and communications of any nature (including responses to requests for information and inquiries from any Government Entity) between such Party, as applicable, or any of its Representatives, on the one hand, and any Government Entity or members of the staff of any Government Entity, on the other hand, in each case to the extent relating to the Seller Approvals and/or the Buyer Approvals, except with respect to Taxes (which are covered by Section 6.8). Except with respect to Taxes (which are covered by Section 6.8), neither Party shall agree to participate in any meeting or discussion with any Government Entity relating to the Seller Approvals and/or the Buyer Approvals unless such Party consults with the other Party in advance and, to the extent permitted by such Government Entity, gives such other Party the opportunity to attend and participate at such meeting or discussion. Seller and Buyer shall coordinate and cooperate fully with each other in exchanging such information and providing such assistance as each other may reasonably request in connection with the foregoing and shall keep each other informed of the status of discussions relating to obtaining or concluding the Seller Approvals and/or the Buyer Approvals; provided, however, that the foregoing shall not require Seller and Buyer or any of their respective Affiliates to disclose (i) any information that in the reasonable judgment of such Party or any of its respective Affiliates (as the case may be) would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality, (ii) any privileged information or confidential competitive information of such Party or any of its respective Affiliates, or (iii) the valuation of, or any communications analyses or other work product regarding the valuation of, all or any part of (A) the Securities, (B) the SLG Companies, or (C) the SLG Business. If either Party seeks to withhold information from the other Party for any reason permitted by this Section 6.4(d), such withholding Party shall nonetheless provide a redacted version of the information so withheld to the other Party and, subject to the requirement that such outside counsel not disclose the unredacted version to any other Person, a complete, unredacted version of the same to the outside legal counsel of the other Party. Notwithstanding anything herein to the contrary, neither Party shall be required to comply with any provision of this Section 6.4(d) to the extent that such compliance would be prohibited by applicable Law.

(e) Buyer agrees that, between the date hereof and Closing, (i) it shall not, directly or indirectly, (A) amalgamate with or merge into any other corporation or other entity and not be the continuing or surviving corporation or other entity of such amalgamation or merger or (B) transfer all or substantially all of its properties and assets to any Person, unless, in each case, proper provisions are made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Agreement, and (ii) it shall not, and shall not permit any of its Affiliates to, directly or indirectly, acquire or agree to acquire any interest in a natural gas distribution company regulated by the NYS PSC, if, in the case of this clause (ii), the entering into of a definitive agreement relating to or the consummation of such acquisition, merger, amalgamation or purchase could reasonably be expected to (x) impose any delay in the expiration or termination of any applicable waiting period or impose any delay in the obtaining of, or increase the risk of not obtaining the Seller Approvals and/or the Buyer Approvals, (y) increase the risk of any Government Entity entering, or increase the risk of not being able to remove or successfully challenge, any permanent, preliminary or temporary injunction or other order, decree, decision, determination or judgment that would delay, restrain, prevent, enjoin or otherwise prohibit consummation of the Transactions, or (z) otherwise delay or impede the consummation of the Transactions.

Section 6.5 Information Technology. Each of the Parties acknowledges and agrees that the Retained Non-Owned SLG Assets and the Excluded Assets and Liabilities include information technology hardware and software, and information technology hardware and software services and licensing Contracts used to conduct the SLG Business on the date hereof (collectively, the "Excluded IT Assets"). In the event that Buyer is unable at the Closing Date to replace such Excluded IT Assets internally from Buyer or any of its Affiliates, or externally from a Third-Party on commercially reasonable terms, Seller shall after the Closing, pursuant to the Transition Services Agreement, use commercially reasonable efforts (subject to applicable Law and the terms and conditions of any Contracts relating to the Excluded IT Assets) to provide the SLG Companies with such access to, and continued use of, the Excluded IT Assets as is reasonably necessary for Buyer to conduct the SLG Business in the ordinary course consistent with past practice for a period of up to three (3) months following the Closing Date. To the extent not in the possession and control of the SLG Companies at the time of Closing, Seller shall reasonably cooperate with Buyer to provide for the transfer of all material information and data related to the conduct of the SLG Business stored on information technology assets owned or leased by any Non-SLG Affiliate to information technology assets owned or leased by the SLG Companies, Buyer or any of its Affiliates as soon as reasonably practical after the Closing.

Section 6.6 Insurance.

(a) If between the date hereof and the Closing Date Seller becomes aware of a loss that has occurred to all or any portion of the SLG Personal Property or the SLG Real Property, which such loss is potentially covered by any of the Insurance Policies and such loss exceeds the applicable deductible under such Insurance Policy, then Seller shall cause the applicable SLG Company to file a claim with the applicable insurance carriers and shall pay or cause to be paid to the applicable SLG Company any insurance proceeds received for such loss.

(b) If between the date hereof and the Closing Date Seller becomes aware of any claim of liability made against any of the SLG Companies or a circumstance arises that may give rise to a liability claim against any of the SLG Companies, which such claim or circumstance is potentially covered by any of the Insurance Policies and such claim or circumstance exceeds the applicable deductible under such Insurance Policy, then Seller shall cause the applicable SLG Company to file a claim with the applicable insurance carriers and shall pay or cause to be paid to the applicable SLG Company any insurance proceeds received for such loss.

(c) After the Closing Date, Seller shall not be obligated to file a claim related to any such circumstance that is potentially covered by any of Seller's Insurance Policies. Upon Closing, Buyer shall maintain appropriate insurance coverages with respect to the SLG Companies with policies and limits customary to the operations of similar natural gas distribution companies in the United States, including Commercial General Liability, Automobile Liability, Worker's Compensation, and Employer's Liability insurance. Prior to the Closing Date, Buyer shall provide to Seller certificates of insurance verifying Buyer's insurance coverages are in effect.

Section 6.7 Guaranties or Bonds.

(a) Between the date hereof and the Closing Date, Seller shall not, and shall cause the Non-SLG Affiliates not to, without the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed), (i) enter into, issue or obtain any Guaranty or Bond (each, a "New Guaranty or Bond") or (ii) amend or otherwise modify any existing Guaranty or Bond; provided, however, that notwithstanding anything to the contrary contained in this Section 6.7:

(i) Buyer shall not withhold, delay or condition its consent to any New Guaranty or Bond of less than $1,000,000, or any amendment or other modification of any Guaranty or Bond to the extent that after such amendment or modification such Guaranty or Bond is still less than $1,000,000, in each case which is entered into, issued or obtained in the ordinary course of business; and

(ii) Seller and the Non-SLG Affiliates may, without the prior written consent of Buyer, enter into, issue or obtain any New Guaranty or Bond to replace, substitute for or backstop any Guaranty or Bond, or amend or otherwise modify any Guaranty or Bond, if such New Guaranty or Bond or such amendment or other modification contains terms and conditions that, in all material respects, are no more adverse to Seller and/or the applicable Non-SLG Affiliate than such existing Guaranty or Bond.

(b) Seller shall promptly (and, in any case to the extent practical, at least five (5) days prior to the projected Closing) provide Buyer with a true and correct copy of each Guaranty or Bond (including any New Guaranty or Bond entered into, issued or obtained in accordance with Section 6.7(a)) and any amendment or other modification thereto.

(c) Buyer shall use its commercially reasonable efforts to (i) obtain a complete and unconditional release of Seller and any Non-SLG Affiliates at or prior to the Closing with respect to each Guaranty or Bond (including each Guaranty or Bond described in Section 6.7(c) of the Seller Disclosure Schedule and any New Guaranty or Bond entered into, issued or obtained in accordance with Section 6.7(a)) and (ii) cause the beneficiary or beneficiaries of each such Guaranty or Bond to terminate and redeliver such Guaranty or Bond to Seller and such Non-SLG Affiliates. The commercially reasonable efforts obligation of Buyer described in this Section 6.7(c) shall include the obligation to offer and deliver to the beneficiary of such Guaranty or Bond, promptly upon request by Seller, (i) in the case of a guaranty, a replacement guaranty issued to such beneficiary by Buyer or, if acceptable to the beneficiary of such existing guaranty, an Affiliate of Buyer, and which replacement guaranty contains terms and conditions that are substantially identical to the terms and conditions of such existing guaranty, (ii) in the case of a letter of credit, a replacement letter of credit issued to such beneficiary by a Person having a net worth or a credit rating at least equal to that of the issuer of such existing letter of credit, and which replacement letter of credit contains terms and conditions that are substantially identical to the terms and conditions of such existing letter of credit, (iii) in the case of a surety or performance bond, a replacement surety or performance bond issued to such beneficiary by a Person having a net worth or a credit rating at least equal to that of the issuer of such existing surety or performance bond, and which replacement surety or performance bond contains terms and conditions that are substantially identical to the terms and

conditions of such existing surety or performance bond, and (iv) in the case of any other security agreement or arrangement, a replacement security agreement or arrangement provided to such beneficiary by a Person having a net worth or a credit rating at least equal to that of the provider of such existing security agreement or arrangement, and which replacement security agreement or arrangement contains terms and conditions that are substantially identical to the terms and conditions of such existing security agreement or arrangement. Notwithstanding anything in this Agreement to the contrary, during the period commencing on the date of this Agreement and terminating at the Closing, Buyer shall have the right to contact and have discussions with each beneficiary of a Guaranty or Bond in order to satisfy its obligations under this Section 6.7(c); provided, however, that Seller shall have the right to have one of its Representatives present during any such contact or discussion, and Buyer shall only contact and hold discussions with such beneficiaries through Representatives of Buyer previously approved by Seller, and Buyer shall cause such Representatives to comply with all procedures and protocols regarding such contacts and discussions that may be established by Seller.

(d) If any Guaranty or Bond is not released, terminated and returned as of the Closing as contemplated in Section 6.7(c) (each, an "Outstanding Guaranty or Bond"), then Buyer shall from and after the Closing:

(i) continue to use its commercially reasonable efforts to (i) obtain a complete and unconditional release of Seller and any Non-SLG Affiliates with respect to each Outstanding Guaranty or Bond and (ii) cause the beneficiary or beneficiaries of each such Outstanding Guaranty or Bond to terminate and redeliver such Outstanding Guaranty or Bond to Seller and such Non-SLG Affiliates, in each case in accordance with the requirements of Section 6.7(c);

(ii) promptly pay to Seller, after receipt by Buyer of any invoice therefor, all reasonable out-of-pocket costs and expenses incurred by Seller or any Non-SLG Affiliate after the Closing Date in connection with, or pursuant to the terms of, any Outstanding Guaranty or Bond until the complete and unconditional release of the obligations of Seller and any Non-SLG Affiliate's obligations with respect to such Outstanding Guaranty or Bond; and

(iii) on the last day of each calendar quarter, pay to Seller a credit support fee equal to 1% of the aggregate stated amount of each Outstanding Guaranty or Bond that has not been released, terminated and returned as of such date.

(e) If any Outstanding Guaranty or Bond is not released and terminated as contemplated in this Section 6.7 by the first (1st) anniversary of the Closing Date, Buyer shall promptly upon Seller's request offer and deliver to the obligor of such Outstanding Guaranty or Bond an unconditional, irrevocable standby letter of credit issued to such obligor by a commercial bank having a credit rating at least equal to that of the obligor of such Outstanding Guaranty or Bond, which letter of credit shall (i) secure the obligations of Buyer with respect to such Outstanding Guaranty or Bond under Section 6.7(f); (ii) have a stated amount equal to (A) the stated amount of such Outstanding Guaranty or Bond, if the Outstanding Guaranty or Bond is a surety or performance bond or letter of credit or (B) the maximum liability under such Outstanding Guaranty or Bond, if the Outstanding Guaranty or Bond is a guaranty or other

security agreement or arrangement; and (iii) contains terms and conditions that are reasonably acceptable to such obligor.

(f) From and after the Closing Date, Buyer hereby agrees to indemnify and hold harmless each Seller Indemnified Party that is an obligor under any Outstanding Guaranty or Bond from and against any and all Losses suffered or incurred by such Seller Indemnified Party arising from or related to such Outstanding Guaranty or Bond.

Section 6.8 Tax Matters.

(a) Tax Indemnity by Seller; Refunds. Seller shall be liable for and indemnify the Buyer Indemnified Parties for any Taxes imposed on or with respect to any of the SLG Companies or for which any of the SLG Companies may otherwise be liable for any taxable year or period that begins before the Closing Date and ends on or before the Closing Date (a "Pre-Closing Period"), and, with respect to any taxable year or period beginning on or before and ending after the Closing Date (a "Straddle Period"), the portion of such taxable year or period ending at the end of the Closing Date. To the extent any of the Taxes described in the previous sentences of this subsection (a) gives rise to any Tax deduction or Tax credit for any Buyer Indemnified Party, the amount which shall be payable pursuant to this Section 6.8(a) shall be determined in accordance with the principles set forth in Section 9.9(b). Seller shall be entitled to any refund of Taxes of the SLG Companies received for any Pre-Closing Period and, with respect to any Straddle Period, for the portion of such taxable year or period ending at the end of the Closing Date. With respect to any Tax, the indemnity in this subsection (a) (and, to the extent it covers the subject matter of this Section 6.8, the indemnity in Section 9.2(a)) shall survive until the date that is 90 days after the relevant Tax Authority is no longer entitled to assess or reassess any Person in respect of such Tax.

(b) Tax Indemnity by Buyer. Buyer shall be liable for and indemnify the Seller Indemnified Parties for Taxes imposed on or with respect to any of the SLG Companies for any taxable year or period other than a Pre-Closing Period and, with respect to any Straddle Period, the portion of such taxable year or period beginning after the Closing Date. To the extent any of the Taxes described in the previous sentence gives rise to any Tax deduction or Tax credit for Seller or any other Non-SLG Affiliate, the amount which shall be payable pursuant to this Section 6.8(b) shall be determined in accordance with the principles set forth in Section 9.9(b). With respect to any Tax, the indemnity in this subsection (b) (and, to the extent it covers the subject matter of this Section 6.8, the indemnity in Section 9.3(a)) shall survive until the date that is 90 days after the relevant Tax Authority is no longer entitled to assess or reassess any Person in respect of such Tax.

(c) Computation of Liabilities for Taxes. For purposes of Section 6.8(a) and Section 6.8(b), whenever it is necessary to determine the portion of any Taxes of the SLG Companies for a Straddle Period that is allocable to the portion of such taxable year or period ending at the end of the Closing Date, the determination shall be made (i) in the case of any property or ad valorem Taxes which are imposed on a periodic basis, ratably on a per diem basis, and (ii) in the case of any other Taxes, based on an interim closing of the books of the SLG Companies as of the end of the Closing Date; provided, however, that any transaction taking place, or item of income or gain arising, outside of the ordinary course of business on the

Closing Date after the Closing shall be deemed for the purposes of Section 6.8(a) and Section 6.8(b) to have taken place or arisen after the Closing Date.

(d) Tax Treatment of Tax Indemnity Payments. Any payment by Buyer or Seller under Section 6.8(a) or Section 6.8(b) will, to the maximum extent permitted by applicable Law, be an adjustment to the Purchase Price for Tax purposes.

(e) Tax Returns.

(i) Seller shall prepare and file or prepare and deliver to Buyer for filing when due all Tax Returns that are required to be filed by or with respect to the SLG Companies for Pre-Closing Periods.

(ii) Buyer shall file, or cause to be filed, when due all Tax Returns that are required to be filed by, or with respect to, the SLG Companies other than those Tax Returns that are required to be filed by or with respect to the SLG Companies for Pre-Closing Periods. Buyer shall deliver any Tax Returns that are required to be filed by or with respect to the SLG Companies for Straddle Periods to Seller for its review at least 30 days prior to the due date for filing. Buyer shall, prior to filing such Tax Returns, make any changes reasonably requested by Seller, provided such changes are delivered to Buyer at least 15 days prior to the due date for filing. If Buyer objects to making such changes, Buyer shall only be obligated to make such changes if a Tax Expert (consented to by both Seller and Buyer) determines that such changes cause the relevant Tax Return to be a more accurate reflection of applicable Law, with the costs (including the fees of the Tax Expert) related to such determination to be borne by Buyer if Buyer is obligated pursuant to this sentence to make such changes, and otherwise borne by Seller. Any such Tax Returns relating to Straddle Periods shall be prepared in a manner that is consistent, in all respects, with the prior practice of the SLG Companies (including prior Tax elections and accounting methods or conventions made or utilized by the SLG Companies), except as required by Law. Upon the written request of Buyer setting forth the amount owed, Seller shall pay to Buyer, no later than the later of (x) 5 days prior to the due date for the applicable Tax Return or (y) 5 days after any dispute with respect to such Tax Return has been resolved, the Taxes for which Seller is liable pursuant to this Agreement but which are payable with any Tax Return to be filed by Buyer or any of its Affiliates (including the SLG Companies) pursuant to this Agreement.

(f) Tax Proceedings. From and after the Closing, Buyer shall notify Seller in writing within 30 days of receipt by Buyer or any of its Affiliates (including the SLG Companies) of notice of any pending or threatened federal, state, provincial, local, territorial or foreign income or franchise Tax audits or assessments that may affect the Liabilities for Taxes of the SLG Companies for which Seller would be required to indemnify Buyer pursuant to Section 6.8(a). Seller shall not be required to indemnify Buyer for any Liabilities for Taxes to the extent that Buyer's failure to notify Seller pursuant to this Section 6.8(f) shall have adversely affected Seller's rights or obligations under this Agreement. Seller shall notify Buyer in writing within 30 days of receipt by Seller or any of its Affiliates of notice of any pending or threatened Tax audit, assessment or other proceeding regarding the SLG Companies. Buyer shall not be required to indemnify Seller or any of its Affiliates for any Liabilities for Taxes to the extent that

any Seller's failure to notify Buyer pursuant to this Section 6.8(f) shall have adversely affected Buyer's rights or obligations under this Agreement. Seller shall control, at its own expense, all Tax audit or administrative or court proceeding relating to a Pre-Closing Period. In the event of any Tax audit or administrative or court proceeding relating to a Straddle Period or a taxable year or period that begins after the Closing Date that may be relevant to the subject of indemnification by Seller pursuant to Section 6.8(a), (i) to the extent the issues can be separated in all material respects (including as to settlements) into those for which Seller would be liable under Section 6.8(a) (and which do not, and could not reasonably be expected to, affect Liabilities for Taxes of Buyer, the SLG Companies, or any of their Affiliates except to the extent Seller is liable for such Tax liability under Section 6.8(a)) and all other issues, then Seller shall control the defense of those issues for which it would be liable, provided, however, that Seller shall keep Buyer reasonably informed with regard to such audit or proceeding, and Buyer shall control the defense of all other issues, employing counsel of their choice, at its own expense, and (ii) to the extent the issues cannot be so separated, Buyer shall be entitled to control the defense employing counsel of its choice, provided that (x) Buyer shall use its commercially reasonable efforts to separate the issues in all material respects into those for which Seller would be liable under Section 6.8(a) and all other issues, and (y) Seller (along with counsel and other advisors of its choice) shall be entitled to participate at its sole cost and expense in the defense with respect to the issues for which Seller would be liable under Section 6.8(a). From and after the Closing, neither Buyer nor any of its Affiliates (including the SLG Companies) shall agree to settle any Tax claim that may be the subject of indemnification by Seller under Section 6.8(a) or Article IX without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Cooperation with Respect to Taxes. After the Closing Date, Buyer and Seller shall, and shall cause their respective Affiliates to, assist Seller or Buyer, as applicable, in preparing and filing any Tax Returns or reports that Seller or Buyer, as applicable, is responsible for preparing and filing in accordance with this Section 6.8. After the Closing Date, Seller and Buyer shall, and shall cause their respective Affiliates to, (A) cooperate fully in preparing for any audits of, or disputes with, Tax Authorities regarding any Tax Returns of, or with respect to, the SLG Companies, (B) make available to the others and to any Tax Authority as reasonably requested all information, records and documents relating to Taxes of the SLG Companies, and (C) provide timely notice to the others in writing of any pending or threatened Tax audits or assessments of the SLG Companies for taxable periods for which the other Party may have a liability under this Section 6.8, and reasonably furnish the other Party with copies of all relevant written correspondence received from any Tax Authority in connection with any Tax audit or information request with respect to any such taxable period.

(h) Amendments, Post-Closing Covenant.

(i) Neither Buyer nor its Affiliates (including the SLG Companies) shall, except as otherwise required by Law, (A) re-file or amend any Tax Returns of the SLG Companies for any Pre-Closing Period or for any Straddle Period without the prior written consent of Seller, or (B) request an audit by any Tax Authority that may result in an assessment for any Pre-Closing Period or a Straddle Period of an SLG Company without the prior written consent of Seller. Notwithstanding anything to the contrary in

this Agreement, Seller shall not be liable for indemnification for any Taxes that arise as a direct result of a breach by Buyer of the covenants contained in this Section 6.8(h)(i).

(ii) Neither Seller nor any of its Affiliates shall, except as otherwise required by Law, (A) re-file or amend any Tax Returns of the SLG Companies without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, or (B) request an audit by any Tax Authority that may result in an assessment of an SLG Company without the prior written consent of Buyer. Notwithstanding anything to the contrary in this Agreement, Buyer shall not be liable for indemnification for any Taxes that arise as a direct result of a breach by Seller of the covenants contained in this Section 6.8(h)(ii).

(iii) Buyer agrees to cause all transactions not in the ordinary course of business and not contemplated in this Agreement occurring after the Closing to be reported on Buyer or the SLG Companies' separate or consolidated federal income Tax Return relating to the period following the Closing and the Parties shall file all Tax Returns consistently with such agreement. Notwithstanding anything to the contrary in this Agreement, Seller shall have no liability under this Agreement with respect to (and Buyer shall pay or cause to be paid) (A) any Taxes incurred as a result of actions of Buyer or any of its Affiliates taken after the Closing, or (B) all Taxes for any taxable period (or portion thereof) beginning after the Closing Date. Notwithstanding anything to the contrary anywhere in this Agreement, the Parties agree that all losses, deductions, credits and any other Tax benefits available on account of the payment or incurrence of the transaction expenses related to this Agreement and the transactions contemplated hereby shall be reported to the maximum extent permitted by applicable Law in a Pre-Closing Tax Period or the portion of the Straddle Period ending on the Closing Date, as applicable.

(i) Transfer Taxes. Buyer shall be solely responsible for and pay any Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby. The Parties shall fully cooperate with each other to file all necessary Tax Returns and other documentation with respect to any such Taxes. The Parties shall cooperate in good faith to take such commercially reasonable actions as will minimize or reduce the amount of such Taxes.

(j) Tax Sharing Agreements. Prior to the Closing, all Tax allocation, Tax sharing, Tax indemnity and similar agreements, arrangements and understandings, if any, between each SLG Company, on the one hand, and Seller or any of its Affiliates (other than the SLG Companies), on the other hand, shall be terminated with respect to such SLG Company, and such SLG Company will have no Liability under any such agreement, arrangement or understanding after the relevant Closing.

Section 6.9 Confidentiality.

(a) The terms and conditions of the Confidentiality Agreement are incorporated into this Agreement by reference, all references therein to APUC shall be deemed to be references to Buyer, and the Confidentiality Agreement shall continue in full force and effect until the Closing, at which time the confidentiality obligations under the Confidentiality

Agreement shall terminate. If, for any reason, the Transactions are not consummated, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms. Buyer acknowledges and agrees that any information made available to Buyer pursuant to Section 6.1 or otherwise by or on behalf of Seller, the SLG Companies or any of their respective Representatives prior to the Closing and related to the Transactions shall be subject to the terms and conditions of the Confidentiality Agreement and this subsection (a).

(b) For two (2) years after the Closing, except as required by any applicable Law, regulatory process, Government Entity or applicable stock exchange rule, each of Seller and its Affiliates shall treat as confidential and safeguard the information relating to the SLG Companies or the SLG Business acquired prior to the Closing Date that is not in the public domain or generally known in the industry (collectively, the "Buyer Protected Information"); provided, however, that Seller and its Affiliates may disclose the Buyer Protected Information to their respective Representatives and in connection with any dispute or claim relating to Seller's prior ownership of the SLG Companies, to the Transactions, or to the Transaction Documents.

Section 6.10 Employees and Benefit Plans.

(a) No later than 20 days after the date of this Agreement, Seller will provide to Buyer a list of current positions of each SLG Employee at such time. Seller shall, in its discretion, acting reasonably, assist Buyer in arranging meetings with each SLG Employee at the request of Buyer. Seller shall have the right to have a representative present during any such meetings with SLG Employees, and Buyer shall coordinate with Seller regarding attendance at such meetings.

(b) After the Closing, Buyer shall cause SLG to retain employment at SLG for at least 12-months after the Closing all SLG Employees at the time of the Closing (collectively, the "Retained SLG Employees") on terms that include, at a minimum, substantially similar salaries or wages, and employee benefits, to those that Buyer offers to its employees who are similarly situated (for clarity, in terms of position and duties) to the Retained SLG Employees as of the Closing; provided that (i) Buyer would be permitted to cause SLG to terminate any Retained SLG Employee during such 12-month period for cause, provided that such termination is based on acts or inactions of such Retained SLG Employee occurring during such 12-month period, (ii) the covenant set forth in this Section 6.10(b) shall not apply to any Retained SLG Employee who voluntarily terminates his or her employment with any SLG Company (but expressly excluding any termination on the basis of a material negative change, occurring after the Closing, in such Retained SLG Employee's terms or conditions of employment (including, but not limited to, wages, benefits, and job location), with such SLG Company from those terms or conditions in effect immediately prior to Closing), and (iii) any Retained SLG Employees who are Unionized Employees shall continue to be employed at wages and employee benefits as set out in the relevant Collective Agreements. Buyer acknowledges and agrees that (A) Mr. Gilles Volpé, General Manager of SLG, is not an employee of any SLG Company, (B) Buyer has no right, or obligation, to offer employment to, or cause SLG to offer employment to, Mr. Gilles Volpé, and (C) Seller and any other Non-SLG Affiliate would be free, at their sole discretion, to continue employment of Mr. Gilles Volpé.

(c) After the Closing Buyer shall, and shall cause its Affiliates to, recognize the service of each Retained SLG Employee with the SLG Companies and their respective Affiliates and predecessors prior to the Closing for all purposes under all employee benefit plans (including, but not limited to, vacation, and all post-Closing severance and termination obligations) of Buyer and its Affiliates providing benefits to the Retained SLG Employee after the Closing to the same extent as such Retained SLG Employee was entitled, immediately prior to the Closing, to credit for such service under any similar employee benefit plan of SLG or its pre-Closing Affiliates in which such Retained SLG Employee participated or was eligible to participate immediately prior to the Closing. Buyer will, or will cause its Affiliates to, or in the case of any insured plan, use its reasonable best efforts to, (i) waive any limitation on health and welfare coverage of any Retained SLG Employee and his or her eligible dependents due to pre-existing conditions and/or waiting periods, active employment requirements, and requirements to show evidence of good health under the applicable health and welfare plan of Buyer or any Affiliate of Buyer to the extent such Retained SLG Employee and his or her eligible dependents are covered under a health and welfare benefit plan of SLG or any of its pre-Closing Affiliates (as the case may be), and such conditions, periods or requirements are satisfied or waived under such plan immediately prior to Closing, and (ii) credit each Retained SLG Employee and his or her eligible dependents with all deductible payments, co-payments and co-insurance paid by such employee and covered dependents under the medical employee benefit plan of SLG or any of its pre-Closing Affiliates (as the case may be) prior to Closing during the year in which Closing occurs for the purpose of determining the extent to which any such employee and his or her dependents have satisfied their deductible and whether they have reached the out-of-pocket maximum under any medical plan of Buyer or any Affiliate of Buyer for such year. For the avoidance of doubt, with respect to Retained SLG Employees who are Unionized Employees, Buyer shall cause such Unionized Employees to continue to participate in the Benefit Plans of the SLG Companies pursuant to the terms of such Benefit Plans and as set forth in the Collective Agreements, as applicable.

(d) On and after the Closing, Buyer shall cause SLG to continue to recognize the unions who are parties to the Collective Agreements as the certified bargaining agents, as applicable, of the Unionized Employees, and will cause SLG to continue to retain liability for all obligations under and remain bound by and comply with the Collective Agreements governing the terms and conditions of employment of such Unionized Employees, including the obligation to continue the employment of such Unionized Employees under applicable Law.

(e) Effective as of the Closing Date, Buyer shall, or shall cause an Affiliate of Buyer to, establish and adopt a nonqualified deferred compensation plan (the "Buyer Supplemental Plan") to provide each SLG Supplemental Plan Participant benefits no less than those accrued with respect to such person under the Enbridge Supplemental Plan as of immediately prior to the Closing. The terms of the Buyer Supplemental Plan shall be substantially identical to the terms of the Enbridge Supplemental Plan as applicable to the SLG Supplemental Plan Participants as in effect immediately prior to the Closing. Effective as of the Closing Date, SLG and any other applicable SLG Company shall cease to be a participating employer in the Enbridge Supplemental Plan, and the SLG Supplemental Plan Participants shall cease participation in the Enbridge Supplemental Plan. The Parties agree that for purposes of the Enbridge Supplemental Plan an SLG Supplemental Plan Participant shall not be considered to have incurred a "Separation from Service" (as defined under the Enbridge Supplemental Plan) as

a result of the Closing. Effective as of the Closing, all of the Liabilities in respect of the SLG Supplemental Plan Participants under the Enbridge Supplemental Plan shall be assumed by Buyer or the Affiliate of Buyer that sponsors the Buyer Supplemental Plan. The sponsor of the Buyer Supplemental Plan shall have sole responsibility for the administration of the Buyer Supplemental Plan and the payment of benefits thereunder to or on behalf of the SLG Supplemental Plan Participants, and neither Seller nor any other Non-SLG Affiliate shall have any liability or responsibility therefor. As of the Closing Date, Buyer shall cause the Buyer Supplemental Plan to recognize and maintain all applicable elections and beneficiary designations with respect to each SLG Supplemental Plan Participant under the Enbridge Supplemental Plan immediately prior to the Closing until a new election that by its terms supersedes such original election is made by the SLG Supplemental Plan Participant in accordance with applicable Law and the terms and conditions of the Buyer Supplemental Plan. On or prior to the Closing Date, Seller shall cause SLG to adopt a grantor trust in a form that is substantially comparable to the Enbridge Supplemental Plan Trust. In connection with the assumption of Liabilities under the Enbridge Supplemental Plan in respect of the SLG Supplemental Plan Participants as contemplated by this paragraph, Seller shall, or shall cause an Affiliate of Seller to, on or prior to the Closing Date, transfer all of the assets of the Enbridge Supplemental Plan Trust that are allocated to the SLG sub-account of such trust to such grantor trust established by SLG.

(f) Effective as of the Closing Date, Buyer shall establish a voluntary employees' beneficiary association ("Buyer VEBA") and shall take all actions reasonably necessary to ensure that the Buyer VEBA satisfies the requirements of Section 501(c)(9) of the Code and is exempt from tax under Section 501(a) of the Code, including, but not limited to, filing any required determination letter filing with the Internal Revenue Service; provided however, that Buyer may cause an existing VEBA sponsored by Buyer or one of its Affiliates to serve as the Buyer VEBA hereunder, provided such VEBA satisfies the requirements of Section 501(c)(9) of the Code and is exempt from tax under Section 501(a) of the Code. Effective as of the Closing Date, SLG shall cease to be a party to, and a "Participating Affiliate" under, the Enbridge Employee Services, Inc. Welfare Benefit Plans Trust ("Enbridge VEBA"). Effective as of the Closing Date or as soon as administratively practicable thereafter, after making appropriate adjustment for any incurred but not reported claims payable from the Enbridge VEBA, Seller shall cause the Enbridge VEBA to transfer to the Buyer VEBA any remaining assets and reserves under the Enbridge VEBA which are attributable to plans sponsored or contributed to by SLG. Seller and Buyer shall each take any and all actions as they deem necessary or appropriate to ensure that the transfer of assets and reserves from the Enbridge VEBA to the Buyer VEBA does not result in any adverse tax consequences to any of the Enbridge VEBA, the Buyer VEBA, EESI, SLG, Buyer, Seller, or any participants or beneficiaries under the Enbridge VEBA or the Buyer VEBA. Seller and Buyer shall cooperate with each other to effect the provisions of this Section 6.10(f).

(g) Except as otherwise provided herein, after the Closing each SLG RSU Award shall continue to be subject to the same terms and conditions as applicable to such SLG RSU Award immediately prior to the Closing. In accordance with the terms of the Enbridge RSU Plan, for purposes of each SLG RSU Award held by an SLG Employee, the Closing shall be treated as an involuntary termination of each such SLG Employee's employment by Enbridge or a Subsidiary of Enbridge other than "For Cause" (as defined in the Enbridge RSU Plan). A

termination of an SLG Employee's employment with SLG, Buyer or an Affiliate of Buyer after the Closing shall not constitute a termination of employment for purposes of the SLG RSU Award. Effective as of the Closing, SLG shall assume all of the Liabilities in respect of all SLG RSU Awards. After the Closing, each SLG RSU Award shall be settled by SLG, Buyer or an Affiliate of Buyer. Seller and Buyer shall cooperate as necessary to facilitate the prompt settlement by SLG, Buyer or an Affiliate of Buyer of any such awards after the Closing. Upon the settlement of SLG RSU Awards after the Closing, SLG, Buyer or an Affiliate of Buyer shall be solely responsible for ensuring with respect to each such award (i) the satisfaction of all applicable tax withholding requirements with respect to each SLG Employee and Former SLG Employee (with such applicable tax withholding requirements including federal income tax, FICA tax, and FUTA tax) and (ii) the collection and remittance of applicable withholding taxes to the appropriate Government Entity. Following the Closing, SLG, Buyer or an Affiliate of Buyer shall be responsible for all income, payroll and other tax reporting in respect of all SLG RSU Awards.

(h) Buyer and its Affiliates shall jointly and severally be responsible for and shall indemnify and save Seller and its Affiliates harmless from and against any and all claims for notice of termination, termination pay, severance payments, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal or unjust dismissal, and all related costs and Liabilities (including reasonable defense costs) (the "Severance Obligations") in respect of termination, whether pursuant to statute, contract, or the common law, that may be claimed by or owing to any Retained SLG Employee that is terminated by SLG or any of its Affiliates after the Closing. Buyer shall not, and shall cause its Affiliates not to, take any action following the Closing that could result in WARN Act liability for Seller or any of its Affiliates.

(i) This Section 6.10 shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 6.10, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.10. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties acknowledge and agree that the terms set forth in this Section 6.10 shall not create any right in any SLG Employee or any other Person to any continued employment with SLG, Buyer or any of their respective Affiliates or compensation or benefits of any nature or kind whatsoever.

Section 6.11 Non-Solicitation and Non-Hire. For a period of six (6) months from the Closing Date, neither Seller nor any of its Affiliates shall, directly or indirectly, induce, encourage or solicit any Retained SLG Employee to leave the employ of SLG or any of its Affiliates, or hire any Retained SLG Employee; provided, however, that this Section 6.11 shall not apply to (a) any general mass solicitations of employment not specifically directed toward employees of SLG, or (b) the hiring of any Retained SLG Employee whose employment is terminated by SLG or who seeks employment with Seller or any of its Affiliates without direct or indirect solicitation by Seller or any of its Affiliates.

Section 6.12 Directors and Officers of the SLG Companies.

(a) Buyer acknowledges and agrees that neither Buyer nor any of its Affiliates (including the SLG Companies) shall make any claim against, or seek any indemnification from, any present or former director or officer of any SLG Company, in each case, when acting in such capacity up to the termination of their appointment, including in connection with, arising out of, resulting from, or in any way related to, this Agreement, any other Transaction Document, the Transactions or any other matter contemplated hereby or thereby, or the process leading up to the execution and delivery of this Agreement, any other Transaction Document and the Transactions. In addition to, and in connection with, the foregoing in this subsection (a), Buyer agrees that it will indemnify and hold harmless each present and former director and officer of any SLG Company, in each case, when acting in such capacity, against any costs or expenses (including reasonable attorneys' fees), judgments, fines, Losses, claims, damages, and Liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of matters existing or occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that the SLG Companies would have been permitted under applicable Law or their respective Organizational Documents in effect on the date hereof to indemnify such director or officer, except to the extent such costs, expenses, judgments, fines, Losses, claims, damages or Liabilities are caused by, or result from, the gross negligence, willful misconduct, fraud or criminal conduct of such director or officer.

(b) Each of Seller and Buyer acknowledges and agrees that from and after the Closing, each of the present and former directors and officers of any SLG Company shall be an express third-party beneficiary of this Section 6.12. The rights of such directors and officers under this Section 6.12 shall be in addition to any rights such directors and officers may have under the Organizational Documents of the SLG Companies, any applicable Contracts, or any applicable Laws.

Section 6.13 Intercompany Agreements and Related Receivables, Payables, and Indebtedness. Prior to, or concurrently with, the Closing, Seller shall (and, if applicable, shall cause its Affiliates to) (a) terminate all Intercompany Agreements existing immediately prior to the Closing except for any Continuing Intercompany Agreements; and (b) cancel and extinguish any and all Non-OCB Intercompany Receivables, Non-OCB Intercompany Payables, and Intercompany Indebtedness, in each case effected by capital contributions to and/or capital distributions from applicable SLG Companies. At the Closing, except as provided for in the Transition Services Agreement or under any Continuing Intercompany Agreement, all data processing, accounting, insurance, credit risk, treasury and banking, personnel, legal, Tax, communications, information technology, human resources, health, safety and environment, corporate and other products and services provided to the SLG Companies by Seller or any other Non-SLG Affiliate, including any agreements or understandings (written or oral) with respect thereto, will terminate.

Section 6.14 Excluded Assets and Liabilities; Retained Non-Owned SLG Assets.

(a) The Parties acknowledge and agree that, notwithstanding any other provision of this Agreement, (i) Seller shall have the right, prior to Closing, to cause each SLG Company to transfer to Seller or any other Non-SLG Affiliate any cash and cash equivalents of such SLG Company on hand or on deposit in any bank or brokerage account of such SLG Company, and (ii) Seller shall cause each SLG Company to transfer to Seller or any other Non-SLG Affiliate all of such SLG Company's rights, title and interest in and to its respective assets, properties and rights (and related liabilities and obligations) and its respective liabilities and obligations (and related assets, properties and rights) listed in Section 6.14 of the Seller Disclosure Schedule (collectively, the "Excluded Assets and Liabilities").

(b) Buyer acknowledges and agrees that, from and after the Closing, certain Non-SLG Affiliates will have sole and exclusive use and possession of the Retained Non-Owned SLG Assets and the SLG Companies will have no right or entitlement to use any of the Retained Non-Owned SLG Assets after the Closing for the conduct of the SLG Business or otherwise, except as may be provided in the Transition Services Agreement.

Section 6.15 Post-Closing Transfers.

(a) If at any time after the Closing Date, the Parties in good faith determine that:

(i) Seller or any other Non-SLG Affiliate owns any assets (and any related liabilities and obligations) that, as contemplated by this Agreement, more properly belong to any SLG Company, then (A) Seller or the Non-SLG Affiliate owning such asset shall transfer, contribute, assign, distribute, and convey such asset to the SLG Company designated by Buyer and (B) in connection with such transfer, contribution, assignment, distribution or conveyance, the receiving SLG Company shall assume all liabilities and obligations related to such asset; or

(ii) any SLG Company owns any assets (and any related liabilities and obligations) that, as contemplated by this Agreement, more properly belong to Seller or any Non-SLG Affiliate, then (A) Buyer shall cause the SLG Company owning such asset to transfer, contribute, assign, distribute, and convey such asset to the Non-SLG Affiliate designated by Seller and (B) in connection with such transfer, contribution, assignment, distribution or conveyance, the receiving Non-SLG Affiliate shall assume all liabilities and obligations related to such asset.

(b) Each of the Parties acknowledges and agrees that, for purposes of this Section 6.15, (x) only assets of Seller or any other Non-SLG Affiliate used directly and exclusively to conduct the SLG Business prior to the Closing Date shall be considered to properly belong to any SLG Company from and after the Closing Date, and (y) without limiting the generality of the foregoing, none of the Excluded Assets and Liabilities or Retained Non-Owned SLG Assets shall be considered to properly belong to any SLG Company from and after the Closing Date.

Section 6.16 Change of Name. As soon as reasonably practical following the Closing Date (and, in any event, no later than 15 days after the Closing Date for legal name changes and no later than 60 days to change any physical signs), Buyer will cause each SLG Company to change its name so that it does not include "Enbridge", "Spectra" or any other trademark, service mark, or trade name used by Seller or any other Non-SLG Affiliate.

Section 6.17 Consents and Approvals. If Seller does not obtain any Seller Approvals which would not, individually or in the aggregate, prevent or materially delay or impair the ability of Seller to consummate the Transactions, Seller shall for a period of six (6) months from and after the Closing continue to use its commercially reasonable efforts to obtain same. If Buyer does not obtain any Buyer Approvals which would not, individually or in the aggregate, prevent or materially delay or impair the ability of Buyer to consummate the Transactions, Buyer shall for a period of six (6) months from and after the Closing continue to use its commercially reasonable efforts to obtain same.

Section 6.18 Supplemental Pre-Closing Disclosures. Any Disclosure Schedule may, from time to time, prior to the third Business Day before the projected Closing Date, be supplemented or amended with respect to any event, condition, fact or circumstance that arises, or with respect to which Knowledge is first obtained, after the date of this Agreement, that would cause or constitute an inaccuracy in, or breach of, any such representation or warranty. The Person supplementing or amending its Disclosure Schedule (the "Disclosing Party") shall deliver a copy of the amendment or supplement, which shall clearly identify and highlight the relevant changes to such Disclosure Schedule (the "Supplemental Disclosure") to Seller, if Buyer is the Disclosing Party, or to Buyer, if Seller is the Disclosing Party (in each case, the "Receiving Party"). The Receiving Party shall have ten (10) days after receipt of such Supplemental Disclosure from the Disclosing Party (the "Termination Period") in which to review the Supplemental Disclosure. If a Supplemental Disclosure discloses facts that would constitute a breach of the Disclosing Party's representations and warranties hereunder and such breach would reasonably be expected to result in the failure of the condition to the Receiving Party's obligation to effect the Closing specified in Section 7.1(c), if Seller is the Disclosing Party, or Section 7.2(c), if Buyer is the Disclosing Party, to be satisfied at the Closing, then the Receiving Party may terminate this Agreement by delivering a written notice of such termination to the Disclosing Party prior to the expiration of the Termination Period (which termination notice shall specify the representation or warranty breached, identify the specific facts in the Supplemental Disclosure that constitute the breach and describe why the failure of the condition to such Closing would reasonably be expected to occur). If a notice of termination is not received with respect to any Supplemental Disclosure within the Termination Period, the Receiving Party will be deemed to have waived its right to terminate with respect to such Supplemental Disclosure and the relevant Disclosure Schedule will be deemed, solely for the purpose of the Receiving Party's condition to effect the Closing as set forth in Section 7.1(c) or Section 7.2(c), as applicable, and not for any other purpose under this Agreement (including the indemnification provisions in Article IX), to be amended and supplemented as described in the Supplemental Disclosure as of the date hereof. For the avoidance of doubt, no Supplemental Disclosure (whether or not a notice of termination is received with respect thereto during the Termination Period) shall be deemed to have amended or supplemented the relevant Disclosure Schedule for purposes of the condition to effect the Closing set forth in Section 7.1(e).

Section 6.19 Covenant to Satisfy Closing Conditions. Subject to the terms and conditions of this Agreement, each of the Parties will use commercially reasonable efforts to satisfy or cause the satisfaction of the conditions precedent to the completion of the Transactions as set forth in Article VII (to the extent the same is within its control) and to take, or cause to be taken, all other actions and to do or cause to be done all other things necessary to permit the consummation of the Transactions in accordance with its obligations under this Agreement and cooperate with the other Party in connection therewith.

Section 6.20 No Shop Covenant. Prior to the earlier of the termination of this Agreement or the Closing, Seller shall not, and shall not permit any of its Affiliates or its or their respective Representatives to, directly or indirectly, (a) discuss, encourage, negotiate, undertake, initiate, authorize, recommend, propose, or enter into any transaction involving the acquisition, by merger, sale of shares, sale of assets, or any other structure whatsoever, of all or any portion of any ownership interest in any SLG Company or any material portion of the assets of any SLG Company, other than the Transactions (any such transaction, an "Acquisition Transaction"), (b) facilitate, encourage, solicit, or initiate discussions, negotiations, or submissions of proposals or offers in respect of any Acquisition Transaction, (c) furnish or cause to be furnished, to any Person, any information concerning the SLG Companies or the SLG Business in connection with an Acquisition Transaction, or (d) otherwise cooperate in any way with, assist or participate in, or facilitate or encourage any effort or attempt by any Person to do or seek any of the foregoing. Seller shall, and shall cause each of its Affiliates and its and their respective Representatives to, immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Buyer, its Affiliates, and its and their respective Representatives) conducted heretofore with respect to any Acquisition Transaction.

ARTICLE VII

CONDITIONS TO CLOSING

Section 7.1 Conditions to the Obligations of Buyer. The obligation of Buyer to complete the Transactions is subject to the satisfaction (or, to the extent permitted by Law, waiver by Buyer), at or prior to the Closing, of each of the following conditions:

(a) Regulatory Approvals. The NYS PSC Approval shall have been obtained and shall not have, or be reasonably likely to have, a Material Adverse Effect, and the CFIUS Approval shall have been obtained.

(b) No Prohibition. No Law or preliminary or permanent injunction or other order, decree or ruling issued by a Government Entity which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the Transactions shall be in effect.

(c) Representations and Warranties. The representations and warranties of Seller set forth in Article III and Article IV shall be true and correct (without giving effect to any "materiality" or Material Adverse Effect qualifiers contained therein) as of the date of this Agreement and as of the Closing as if made on and as of the Closing (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the

failure of any such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Covenants. The covenants and agreements contained in this Agreement that are to be performed on or prior to the Closing by Seller and its Affiliates shall have been duly performed by Seller and its Affiliates in all material respects.

(e) No Material Adverse Effect. Since the date of this Agreement, except for any event, state of facts or circumstances disclosed to Buyer in the Seller Disclosure Schedules (but excluding for purposes of this subsection (e) any Supplemental Disclosure), no event, state of facts or circumstances shall have occurred that has resulted in or could reasonably be expected to result in a Material Adverse Effect.

(f) Closing Certificate. Seller shall have delivered to Buyer a certificate, signed by a duly authorized officer of Seller and dated the Closing Date, to the effect that the conditions set forth in Section 7.1(c) and Section 7.1(d) have been satisfied.

(g) Closing Deliverables. Seller shall have delivered to Buyer each closing deliverable required to be delivered by Seller pursuant to Section 2.6.

Section 7.2 Conditions to the Obligations of Seller. The obligation of Seller to complete the Transactions is subject to the satisfaction (or, to the extent permitted by Law, waiver by Seller), at or prior to the Closing, of each of the following conditions:

(a) Regulatory Approvals. The NYS PSC Approval and the CFIUS Approval shall have been obtained.

(b) No Prohibition. No Law or preliminary or permanent injunction or other order, decree or ruling issued by a Government Entity which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the Transactions shall be in effect.

(c) Representations and Warranties. The representations and warranties of Buyer set forth in Article V shall be true and correct as of the date of this Agreement and as of the Closing as if made on and as of the Closing (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date).

(d) Covenants. The covenants and agreements contained in this Agreement that are to be performed on or prior to the Closing by Buyer and its Affiliates shall have been duly performed by Buyer and its Affiliates in all material respects.

(e) Closing Certificate. Buyer shall have delivered to Seller a certificate, signed by a duly authorized officer of Buyer and dated the Closing Date, to the effect that the conditions set forth in Sections 7.2(c) and 7.2(d) have been satisfied.

(f) Closing Deliverables. Buyer shall have delivered to Seller each closing deliverable required to be delivered by Buyer pursuant to Section 2.5.

ARTICLE VIII

TERMINATION

Section 8.1 Termination by Mutual Consent. Subject to Section 10.10, this Agreement may be terminated at any time prior to the Closing by the mutual written consent of Seller and Buyer.

Section 8.2 Termination by Either Party. Subject to Section 10.10, this Agreement may be terminated by either Seller or Buyer by written notice to the other Party at any time prior to the Closing:

(a) if the Closing shall not have occurred on or prior to September 30, 2018 (such date, as it may be extended pursuant to the provisions hereof, the "Outside Date"); provided, however, that the right to terminate this Agreement under this Section 8.2(a) shall not be available to a Party if the failure of that Party to fulfill any of its obligations under this Agreement has principally caused or resulted in the failure of the Closing to occur prior to the Outside Date; and, provided further, that if, prior to the Outside Date, all of the conditions set forth in Section 7.1 and Section 7.2 except for the condition set forth in Section 7.1(a) and Section 7.2(a) have been satisfied or waived, as applicable, or shall then be capable of being satisfied, the Outside Date shall be extended to a date that is three months after the Outside Date and, if so extended, such later date shall be the Outside Date;

(b) if any court of competent jurisdiction or a Government Entity shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions and such order, decree, ruling or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.2(b) shall not be available to a Party if the failure of that Party to fulfill any of its obligations under this Agreement has principally caused or resulted in such order, decree, ruling or action; or

(c) pursuant to Section 6.18.

Section 8.3 Termination by Seller. Subject to Section 10.10, this Agreement may be terminated by Seller in writing at any time prior to the Closing if there has been a breach of any representation, warranty, covenant or agreement made by Buyer in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, in either case such that any of the conditions set forth in Section 7.2 would not be satisfied, and such breach or condition is not curable or, if curable, is not cured prior to the earlier of (i) 30 calendar days after written notice thereof is given by Seller to Buyer and (ii) one Business Day prior to the Outside Date; provided that Seller is not then in material breach of this Agreement.

Section 8.4 Termination by Buyer. Subject to Section 10.10, this Agreement may be terminated by Buyer in writing at any time prior to the Closing if there has been a breach of any representation, warranty, covenant or agreement made by Seller in this Agreement, or any such representation and warranty shall have become untrue after the date of

this Agreement, in either case such that the conditions set forth in Section 7.1 would not be satisfied, and such breach or condition is not curable or, if curable, is not cured prior to the earlier of (a) 30 calendar days after written notice thereof is given by Buyer to Seller and (b) one Business Day prior to the Outside Date; provided that Buyer is not then in material breach of this Agreement.

Section 8.5 Effect of Termination. In the event of the termination of this Agreement in accordance with the terms hereof, this Agreement shall thereafter become void and have no effect, and the Parties shall not have any liability to any other Party or their respective Affiliates, or their respective partners, directors, officers or employees, pursuant to this Agreement except for the obligations of the Parties contained in Section 6.9, this Section 8.5 and in Article X (and any related definitional provisions set forth in Article I), each of which shall remain in full force and effect. Notwithstanding the foregoing, nothing in this Section 8.5 shall relieve any of the Parties from liability for any willful, intentional or knowing breach of this Agreement that arose prior to such termination.

ARTICLE IX

SURVIVAL; INDEMNIFICATION; CERTAIN REMEDIES

Section 9.1 Survival. The representations and warranties of Seller in Sections 3.1 (*Organization and Good Standing*), 3.2 (*Corporate Authorization*), 3.3 (*Ownership of the Securities*), 3.4(a) (*Non-Contravention*), 4.1 (*Organization and Good Standing*), 4.2 (*Capitalization)*, 4.3(a) (*Non-Contravention*) and 4.19 (*No Brokers or Finders)* (collectively, the "Fundamental Representations") shall survive indefinitely, the representations and warranties of Seller in Section 4.16 (*Tax Matters*) shall survive the Closing until the date that is 90 days after the expiration of the applicable statute of limitations with respect thereto (taking into account any extensions or waivers thereof), and all other representations and warranties in this Agreement shall survive the Closing for a period of 12 months from the Closing Date, at which time they will terminate (and no claims with respect to such representations and warranties shall be made by any Person for indemnification under Section 9.2 or Section 9.3 thereafter). All covenants and agreements that by their terms apply or are to be performed in whole or in part after the Closing will survive for the period provided in such covenants and agreements, if any, or until fully performed. All covenants and agreements that by their terms apply or are to be performed in their entirety on or prior to the Closing shall terminate at the Closing. The period during which any representation and warranty or covenant survives is the "Survival Period" for such representation and warranty or covenant. Notwithstanding the foregoing, any representation or warranty or covenant that would otherwise terminate shall, along with any applicable indemnity obligation, survive until such Losses are finally resolved and paid, with respect to Losses in respect of which notice, in reasonable detail, is given pursuant to this Agreement prior to the end of the Survival Period for such representation or warranty or covenant.

Section 9.2 Indemnification by Seller. Subject to the limitations set forth in Section 9.4, Seller hereby agrees that from and after the Closing it shall indemnify, defend and hold harmless, without duplication, Buyer, its Affiliates (including the SLG Companies after the Closing) and their respective directors, officers, shareholders, trustees and employees and their heirs, successors and permitted assigns, each in their capacity as such

(collectively, the "Buyer Indemnified Parties"), from and against any and all Losses actually suffered or incurred by any of the Buyer Indemnified Parties (whether such Losses relate to a Third-Party Claim or a Direct Claim), to the extent arising out of:

(a) any breach of any representation or warranty made by Seller in Article III or Article IV for the applicable Survival Period of such representation or warranty (and for this purpose any "materiality" or Material Adverse Effect qualifier in such representation or warranty shall be disregarded, except (i) in the case of the representations and warranties contained in Section 4.5, Section 4.7, Section 4.11(b) and the first sentence of Section 4.12(a) and (ii) as used in the defined term "Material Contract" to the extent such representations and warranties contain such term);

(b) any breach by Seller of any covenant or agreement made by Seller in this Agreement for the applicable Survival Period of such covenant;

(c) the Excluded Assets and Liabilities; and

(d) the Retained Non-Owned SLG Assets, except to the extent used in the provision of services under the Transition Services Agreement.

Section 9.3 Indemnification by Buyer. Subject to the limitations set forth in Section 9.4, Buyer hereby agrees that from and after the Closing it shall indemnify, defend and hold harmless each of Seller, its Affiliates (other than the SLG Companies after the Closing) and their respective directors, officers, shareholders, trustees and employees and their heirs, successors and permitted assigns, each in their capacity as such (the "Seller Indemnified Parties" and, collectively with the Buyer Indemnified Parties, the "Indemnified Parties"), from and against any and all Losses actually suffered or incurred by any of the Seller Indemnified Parties (whether such Losses relate to a Third-Party Claim or a Direct Claim), to the extent arising out of:

(a) any breach of any representation or warranty made by Buyer in Article V for the applicable Survival Period of such representation or warranty;

(b) any breach by Buyer of any covenant or agreement made by Buyer in this Agreement (including indemnifications by Buyer provided in Sections 6.1(a), 6.7(f), 6.10(h), and 6.12(a)) for the applicable Survival Period of such covenant; and

(c) except for any Losses with respect to which Seller is obligated to indemnify the Buyer Indemnified Parties pursuant to Section 6.8 or Section 9.2, any and all known and unknown Liabilities (including environmental Liabilities and abandonment and reclamation obligations) relating to the SLG Business or any SLG Company, whether such Liabilities arise or accrue before, at, or after the Closing.

Section 9.4 Limitations.

(a) Except with respect to Losses arising out of any breach of the Fundamental Representations, Seller shall not be liable to the Buyer Indemnified Parties for any Losses with respect to the matters contained in Section 9.2(a), and Buyer shall not be liable to

the Seller Indemnified Parties for any Losses with respect to the matters contained in Section 9.3(a), in each case unless and until the aggregate of all Losses therefrom for which Seller or Buyer would otherwise be liable (including Losses for which Seller or Buyer would otherwise be liable pursuant to the proviso in Section 9.4(b)) exceeds an amount equal to $ (the "Deductible"), after which Seller or Buyer, as applicable, shall only be liable for Losses in excess of the Deductible.

(b) Except with respect to Losses arising out of any breach of the Fundamental Representations, Seller shall not be liable to the Buyer Indemnified Parties for any Losses with respect to the matters contained in Section 9.2(a), and Buyer shall not be liable to the Seller Indemnified Parties for any Losses with respect to the matters contained in Section 9.3(a), except to the extent such individual Loss (or series of related Losses arising from a common set of facts) exceeds $ (and any such individual Losses (or series of related Losses arising from a common set of facts) not in excess of $ will not be aggregated for purposes of calculating the Deductible in Section 9.4(a)); provided, however, that any Losses arising out of multiple breaches of a single representation and warranty which breaches are of the same, or substantially the same, character shall be aggregated and, if and when such Losses exceeds $ in the aggregate, any further Losses arising out of a breach of such representation and warranty which are of the same, or substantially the same, character as such earlier Losses, shall not be subject to the limitation in this Section 9.4(b).

(c) Except with respect to Losses arising out of any breach of the Fundamental Representations, Seller's aggregate liability to the Buyer Indemnified Parties for Losses with respect to the matters contained in Section 9.2(a), and Buyer's aggregate liability to the Seller Indemnified Parties with respect to the matters contained in Section 9.3(a), shall not exceed $. In no event shall Seller's aggregate liability to the Buyer Indemnified Parties for Losses with respect to the matters contained in Section 9.2 (including with respect to Losses arising out of any breach of the Fundamental Representations) exceed $. In no event shall Buyer's aggregate liability to the Seller Indemnified Parties for Losses with respect to the matters contained in Section 9.3 exceed $.

(d) Notwithstanding anything herein to the contrary, no Buyer Indemnified Party or Seller Indemnified Party shall be entitled to indemnification or reimbursement under any provision of this Article IX for any amount to the extent any Buyer Indemnified Party or Seller Indemnified Party, as the case may be, has been indemnified or reimbursed for such amount under any other provision of this Agreement.

(e) Notwithstanding anything to the contrary in this Agreement, in no event shall any Party be liable under this Article IX for any exemplary, punitive, special, consequential, incidental or indirect damages, including lost profits or diminution of value or any loss of goodwill or possible business after the Closing (to the extent such matters would not constitute direct damages), whether actual or prospective, except to the extent any such damages are included in any Third-Party Claim against a Buyer Indemnified Party for which such Buyer Indemnified Party is entitled to indemnification under this Agreement.

(f) Notwithstanding anything to the contrary contained herein, but without limiting any of Seller's indemnity obligations under Section 9.2, Seller shall not be liable for any

Losses with respect to any of the SLG Companies or the SLG Business to the extent such Losses arise out of any voluntary act, omission, transaction or arrangement carried out by or on behalf of Buyer or any of its Affiliates after the date hereof other than in accordance with the terms hereof.

(g) Each Indemnified Party shall use commercially reasonable efforts to mitigate his, her or its respective Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that are indemnifiable hereunder. In the event an Indemnified Party fails to so mitigate an indemnifiable Loss, the Indemnifying Party shall have no liability for any portion of such Loss that reasonably could have been avoided had the Indemnified Party made such efforts. Without limiting the generality of the foregoing, after an Indemnified Party acquires knowledge of any fact or circumstance that results in or reasonably would be expected to result in an indemnifiable Loss other than from a Third-Party Claim (for which the Indemnifying Party may be required to indemnify such Indemnified Party), such Indemnified Party shall notify the Indemnifying Party promptly and implement such commercially reasonable actions as the Indemnifying Party shall request in writing for the purposes of mitigating the possible Losses arising therefrom, provided that any funds to be expended in connection with such actions shall be paid for by the Indemnifying Party within 10 days of receipt of an invoice therefor.

(h) Seller shall not be liable under this Article IX for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

Section 9.5 Third-Party Claim Indemnification Procedures.

(a) In the event that any written claim or demand for which an Indemnifying Party may have liability to any Indemnified Party hereunder is asserted against or sought to be collected from any Indemnified Party by a Third-Party (other than those relating to Taxes, which are the subject of Section 6.8) (a "Third-Party Claim") such Indemnified Party shall promptly, but in no event more than ten (10) Business Days following such Indemnified Party's receipt of a Third-Party Claim, notify the party or parties from whom indemnification is sought hereunder (collectively, the "Indemnifying Party") in writing of such Third-Party Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third-Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "Claim Notice"). However, the failure to give prompt notice will not affect the rights or obligations of the Indemnifying Party except and only to the extent that, as a result of such failure, the Indemnifying Party was prejudiced. The Indemnifying Party shall have 15 days (or such lesser number of days set forth in the Claim Notice as may be required by court proceedings in the event of a litigated matter) after receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party that it desires to defend the Indemnified Party against such Third-Party Claim.

(b) In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against a Third-Party Claim, the Indemnifying Party shall have the right to defend the Indemnified Party by

appropriate proceedings and shall have the sole power to direct and control such defense at its expense. Once the Indemnifying Party has duly assumed the defense of a Third-Party Claim, the Indemnified Party shall have the right, but not the obligation, to participate in any such defense and to employ a single separate counsel of its choosing. The Indemnified Party shall participate in any such defense at its expense unless the Indemnifying Party and the Indemnified Party are both named parties to the proceedings and the Indemnified Party shall have reasonably concluded, based on the advice of outside legal counsel, that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the Indemnified Party shall participate in such defense and employ separate counsel at the Indemnifying Party's expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or offer to settle or compromise any Third-Party Claim on a basis that would result in (i) the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any of its Affiliates or (ii) a finding or admission of a violation of Law or violation of the rights of any Person by the Indemnified Party or any of its Affiliates.

(c) If the Indemnifying Party elects not to, or is deemed to elect not to, defend the Indemnified Party against a Third-Party Claim, whether by not giving the Indemnified Party timely notice of its desire to so defend or otherwise, the Indemnified Party shall have the right, but not the obligation, to assume its own defense; it being understood that (i) the Indemnified Party's right to indemnification for a Third-Party Claim shall not be adversely affected by assuming the defense of such Third-Party Claim, and (ii) the Indemnifying Party shall pay the Indemnified Party an amount equal to 200% of the Indemnified Party's reasonable out-of-pocket expenses incurred to defend such Third-Party Claim. The Indemnified Party (x) shall diligently defend such Third-Party Claim and (y) may not enter into a settlement thereof without obtaining approval of the Indemnifying Party (which approval shall not be unreasonably withheld, delayed or conditioned) unless the Indemnified Party will not be seeking indemnification from the Indemnifying Party for any amounts paid pursuant to such settlement thereof or for any other consequences of such Third-Party Claim.

(d) The Indemnified Party and the Indemnifying Party shall reasonably cooperate in order to ensure the proper and adequate defense of a Third-Party Claim, including by providing access to each other's relevant business records and other documents, and employees.

(e) The Indemnified Party and the Indemnifying Party shall use commercially reasonable efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a Third-Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges. For the avoidance of doubt, nothing in this Section 9.5 shall be construed as a waiver by an Indemnified Party or an Indemnifying Party of any privilege, including any privilege associated with separate counsel as described herein.

Section 9.6 Direct Claim. Any claim by an Indemnified Party against Party from whom indemnification is sought hereunder with respect to a Loss that does not result from a Third-Party Claim (other than those relating to Taxes, which are the subject of Section 6.8) (a "Direct Claim") shall be asserted by giving the Indemnifying Party reasonably prompt

written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable. The Indemnifying Party will have a period of 15 days from receipt of notice of such claim within which to respond to such Direct Claim. If the Indemnifying Party does not respond within such 15-day period, the Indemnifying Party will be deemed to have rejected such Direct Claim. If the Indemnifying Party rejects such Direct Claim, the Indemnified Party will be free to seek enforcement of its rights to indemnification under this Agreement.

Section 9.7 Payments. The Indemnifying Party shall pay all amounts payable pursuant to this Article IX, by wire transfer of immediately available United States funds, promptly following receipt from an Indemnified Party of a bill, together with all accompanying reasonably detailed back-up documentation, for a Loss that is the subject of indemnification hereunder, unless the Indemnifying Party in good faith disputes the Loss, in which event it shall so notify the Indemnified Party (provided, that, in the event of a good faith dispute with respect to a Loss, the Indemnifying Party shall promptly pay the portion of such Loss, if any, that is not subject to dispute). In any event, the Indemnifying Party shall pay to the Indemnified Party, by wire transfer of immediately available United States funds, the amount of any Loss for which it is liable hereunder no later than 30 days following any final determination of such Loss and the Indemnifying Party's liability therefor. A "final determination" shall exist when (i) the parties to the dispute have reached an agreement in writing, (ii) a court of competent jurisdiction shall have entered a final, non-appealable order or judgment, or (iii) an arbitration panel or like panel shall have rendered a final, non-appealable determination with respect to disputes the parties to such dispute have agreed to submit thereto.

Section 9.8 Adjustment to Purchase Price for Tax Purposes. All payments made by an Indemnifying Party to an Indemnified Party in respect of any claim pursuant to Section 9.2 or Section 9.3 hereof shall be treated as adjustments to the Purchase Price for Tax purposes, to the maximum extent permitted by Law.

Section 9.9 Adjustments to Losses.

(a) Insurance. In calculating the amount of any Loss, the proceeds actually received by the Buyer Indemnified Parties or the Seller Indemnified Parties, as the case may be, under any insurance policy or pursuant to any claim, recovery, settlement or payment by or against any other Person, net of any actual costs or expenses incurred in connection with securing or obtaining such proceeds, shall be deducted. In the event that an Indemnified Party has any rights against a Third-Party with respect to any occurrence, claim or Loss that results in a payment by an Indemnifying Party under this Article IX, such Indemnifying Party shall be subrogated to such rights to the extent of such payment; provided that until the Indemnified Party recovers full payment of the Loss, any and all claims of the Indemnifying Party against any such Third-Party on account of said indemnity payment are hereby expressly made subordinate and subject in right of payment to the Indemnified Party's rights against such Third-Party. Without limiting the generality or effect of any other provision hereof, each Indemnified Party and Indemnifying Party shall duly execute upon request all instruments reasonably necessary to evidence and perfect the subrogation and subordination rights detailed herein, and otherwise cooperate in the prosecution of such claims.

(b) Taxes. In calculating the amount of any Loss, there shall be deducted an amount equal to any Tax benefit as a result of such Loss by the party claiming such Loss. The amount of adjustment for any such Tax benefit shall equal (i) in the case of a Tax deduction or Loss, the amount of the Tax deduction or Loss *multiplied* by the applicable combined federal, state and provincial corporate income tax rates in effect for the year in which the applicable indemnity payment is made or (ii) in the case of a Tax credit, 100% of the Tax credit.

(c) Reimbursement. If an Indemnified Party recovers an amount from a Third-Party in respect of a Loss that is the subject of indemnification hereunder after all or a portion of such Loss has been paid by an Indemnifying Party pursuant to this Article IX, the Indemnified Party shall promptly remit to the Indemnifying Party the amount, if any, by which (i) the sum of (A) the amount paid by the Indemnifying Party to such Indemnified Party in respect of such Loss *plus* (B) the amount received from the third party in respect thereof exceeds (ii) the full amount of the Indemnifying Party's portion of such Loss.

Section 9.10 Remedies; Exclusive Remedy. Except in the case of fraud and as otherwise provided in Section 10.10, the rights and remedies under this Article IX are exclusive and in lieu of any and all other rights and remedies that the Seller Indemnified Parties may have against Buyer or the Buyer Indemnified Parties may have against Seller with respect to the breach of any representation or warranty or any failure to perform any covenant or agreement set forth in this Agreement. Each of Seller and Buyer, respectively, expressly waives any and all other rights, remedies and causes of action it or its Affiliates may have against the other Party, now or in the future under any Law with respect to the breach of any representation or warranty or any failure to perform any covenant or agreement set forth in this Agreement. The remedies expressly provided in this Agreement shall constitute the sole and exclusive basis for and means of recourse between the Parties with respect to the Transactions.

Section 9.11 Tax Indemnification. To the extent that Seller or Buyer may be liable for indemnification for any Taxes under both Section 6.8 and this Article IX, Seller or Buyer, as applicable, shall only be liable under Section 6.8.

ARTICLE X

MISCELLANEOUS

Section 10.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder by a Party to the other Party shall be in writing, and shall be deemed to have been given (a) when delivered to addressee by hand, (b) when received by the addressee if sent by a nationally recognized overnight courier, or (c) when received by the addressee if sent by e-mail, in each case if received during normal business hours of such addressee on a Business Day, or on the next Business Day. Such communications must be sent to Seller and Buyer, respectively, at the following addresses (or at such other address) for such Party as shall be specified for such purpose in a notice given in accordance with this Section 10.1):

If to Seller:

Enbridge Gas Distribution Inc.
c/o Enbridge Inc.
Suite 200, 425 – 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: colin.gruending@enbridge.com
Attn: Mr. Colin Gruending
Vice President, Corporate Development

with a copy (which shall not constitute notice) to:

Enbridge Inc.
Suite 200, 425 - 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: legalnotices@enbridge.com
Attn: Chief Legal Officer

If to Buyer:

Liberty Utilities Co.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: jennifer.tindale@libertyutilities.com
Attn: Ms. Jennifer Tindale
Chief Legal Officer

with a copy (which shall not constitute notice) to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
E-mail: jim.goettsch@huschblackwell.com
Attn: James G. Goettsch

Section 10.2 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Party hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Person in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law except as otherwise specifically provided in Article IX hereof.

Section 10.3 Binding Affect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns. None of the Parties may assign any of its rights or delegate any of its obligations under this Agreement (for the avoidance of doubt, no merger or sale of securities of Buyer or Seller or any entity that Controls any of Buyer or Seller shall constitute an assignment hereunder) without the prior written consent of the other Party, and any attempted or purported assignment in violation of this Section 10.3 shall be null and void. Except as set forth above in this Section 10.3 and in Section 10.4, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement

Section 10.4 Third Party Beneficiaries. Subject to the provisions of Section 6.1(a), Section 6.7(f), Section 6.10(h), Section 6.12(a), Article IX and Section 10.3, this Agreement is solely for the benefit of (a) Seller and its successors and permitted assigns with respect to the obligations of Buyer under this Agreement, and (b) Buyer and its successors and permitted assigns with respect to the obligations of Seller under this Agreement, and this Agreement shall not be deemed to confer upon or give to any other Third-Party any remedy, claim, liability, reimbursement, cause of action or other right.

Section 10.5 Entire Agreement. This Agreement (including all Schedules and Exhibits) and the other Transaction Documents contain the entire agreement between Seller and Buyer with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, oral or written, with respect to such matters, except for the Confidentiality Agreement, which shall remain in full force and effect until the Closing.

Section 10.6 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement or any of the other Transaction Documents that is performed, satisfied or fulfilled completely by an Affiliate of such Party shall be deemed to have been performed, satisfied or fulfilled by such Party signatory hereto. Each party to each of the Transaction Documents shall cause its Subsidiaries and Affiliates to perform all actions, agreements and obligations set forth herein or therein requiring the performance of any such Subsidiary or Affiliate (including any entity that becomes a Subsidiary or Affiliate of such party on or after the date hereof).

Section 10.7 Public Disclosure. Notwithstanding anything to the contrary contained herein (but subject to the second sentence of this Section 10.7), from and after the date hereof, no press release or similar public announcement or communication shall be made or caused to be made relating to this Agreement unless specifically approved in advance by Seller and Buyer. Notwithstanding anything to the contrary, the foregoing sentence shall not apply to announcements or communications required to comply with the requirements of any applicable Law and the rules and regulations of any stock exchange upon which the securities of Buyer or Seller or their respective Affiliates are listed; provided, however, that such announcement or communication shall be made after consultation between Seller and Buyer and after taking into account the reasonable requirements of Seller and Buyer as to timing, content and manner of making such announcement or communication.

Section 10.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be borne by the Party hereto incurring such costs and expenses.

Section 10.9 Governing Law; Submission to Jurisdiction; Selection of Forum.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Section 5-1401 of the New York General Obligations Law).

(b) Except as otherwise set forth in this Agreement, each Party agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, any of the other Transaction Documents, or the consummation of the Transactions exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City (the "Chosen Courts"), and solely in connection with any such claim (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party, and (iv) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 10.1. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OF THE OTHER TRANSACTION DOCUMENTS, OR THE CONSUMMATION OF THE TRANSACTIONS. Each of the Parties agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this Agreement, any of the other Transaction Documents, or the consummation of the Transactions brought in the Chosen Courts shall be conclusive and binding upon each of the Parties and may be enforced in any other courts the jurisdiction of which each of the Parties is or may be subject, by suit upon such judgment.

Section 10.10 Specific Performance. Each of the Parties acknowledges that its obligations hereunder are unique and that remedies at law, including monetary damages, will be inadequate in the event it should default in the performance of its obligations under this Agreement. Accordingly, in the event of any breach of any agreement, representation, warranty or covenant set forth in this Agreement, in the case of a breach by the other Party, a Party shall be entitled to equitable relief, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to order the defaulting Party to affirmatively carry out its obligations under this Agreement, and each of the Parties hereby waives any defense to the effect that a remedy at law would be an adequate remedy for such breach. Such equitable relief shall be in addition to any other remedy to which each of the Parties are entitled to at law or in equity as a remedy for such non-performance, breach or threatened breach. Each of the Parties hereby waives any requirements for the securing or posting of any bond with such equitable remedy. The foregoing shall not be deemed to be or construed as a waiver or election of remedies by any of the Parties, each of whom expressly reserves any and all rights and remedies available to it at law or in equity in the event of any breach or default by the others under this Agreement prior to the

Closing. No Party may terminate this Agreement during the pendency of any proceeding seeking an injunction to prevent a breach of the provisions of this Agreement or to enforce specifically this Agreement, or within five (5) Business Days after a final non-appealable order related to such proceeding.

Section 10.11 Disclosure Schedules. The disclosure of any matter in any section or subsection of the Seller Disclosure Schedule or the Buyer Disclosure Schedule (collectively, the "Disclosure Schedules"), as applicable, shall be deemed to be a disclosure under the respective Person's Disclosure Schedule for all purposes of this Agreement to which such matter could reasonably be expected to be pertinent. The sections or subsections of each Disclosure Schedule are arranged in sections corresponding to the numbered and lettered sections and subsections of this Agreement. Matters disclosed in any section or subsection of any of the Disclosure Schedules are not necessarily limited to matters that are required by this Agreement to be disclosed therein. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature or impose any duty or obligation to disclose any information beyond what is required by this Agreement, and disclosure of such additional matters shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations hereunder. To the extent cross-references are set forth in any section or subsection of any of the Disclosure Schedules, such cross-references are intended solely for convenience and are by no means intended as a statement of limitation as to where disclosure is relevant or appropriate. The reference to any Contract or other documents or materials in any section or subsection of any of the Disclosure Schedules shall be deemed to incorporate by reference, for all purposes set forth in this Section 10.11 and the remainder of this Agreement, all terms and conditions of, and schedules and annexes to, such Contract or other document to the extent made available, prior to the date of this Agreement, to Buyer and its Representatives or Seller and its Representatives, as applicable. Headings inserted in the sections or subsections of any of the Disclosure Schedules are for convenience of reference only and shall to no extent have the effect of amending or changing the express terms of the sections or subsections as set forth in this Agreement.

Section 10.12 Further Assurances. Each of the Parties shall execute and deliver, or shall cause to be executed and delivered, such documents and other instruments and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the Transactions.

Section 10.13 Counterparts. This Agreement 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. Execution of this Agreement by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Agreement signed by all Parties shall be sufficient to bind all such Parties.

Section 10.14 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 10.15 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 10.16 Schedules; Exhibits. The Schedules and Exhibits to this Agreement described herein are attached to and are an integral part of this Agreement. Except as otherwise expressly provided herein, if there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule or an Exhibit, the provision of the body of this Agreement shall prevail.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Securities Purchase Agreement has been duly executed by the authorized representative of each Party set forth below as of the date first written above.

SELLER:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: JAMES B. SANDERS
Title: PRESIDENT

By: _____
Name: James Lord
Title: Vice President, Law

BUYER:

LIBERTY UTILITIES CO.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Securities Purchase Agreement has been duly executed by the authorized representative of each Party set forth below as of the date first written above.

SELLER:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BUYER:

LIBERTY UTILITIES CO.

By: _____
Name: Gregory Sorensen
Title: President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Securities Purchase Agreement has been duly executed by the authorized representative of each Party set forth below as of the date first written above.

SELLER:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BUYER:

LIBERTY UTILITIES CO.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

James Sweeney
Secretary • Treasurer

Exhibit A

to

Securities Purchase Agreement

BUYER PARENT SPA GUARANTY

See attached.

GUARANTY

THIS GUARANTY (this "Guaranty"), dated as of August 31, 2017 (the "Effective Date"), is issued and delivered by Algonquin Power & Utilities Corp., a Canadian corporation (the "Guarantor"), for the account of Liberty Utilities Co., a Delaware corporation (the "Obligor"), and in favor of Enbridge Gas Distribution Inc., an Ontario corporation (the "Beneficiary").

Background Statement

In connection with the Securities Purchase Agreement, dated as of the Effective Date, between the Beneficiary and the Obligor (as it may be amended or otherwise modified from time to time after the Effective Date in accordance with Section 2 below, the "SPA"), the Guarantor, an affiliate of the Obligor, is delivering this Guaranty to the Beneficiary.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor and the Beneficiary hereby agree as follows:

1. Guarantee; Limitation of Liability. Upon the terms set forth in this Guaranty, the Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Beneficiary the timely payment and performance when due of all of the Obligor's obligations, whether now in existence or hereafter arising, under the SPA (the "Guaranteed Obligations"). If the Obligor fails to perform any Guaranteed Obligation when due, the Guarantor shall, as an independent obligation, perform such Guaranteed Obligation in favor of the Beneficiary in accordance with, and subject to, all terms and conditions of the SPA, as if such Guaranteed Obligation were performed by the Obligor.

The liability of the Guarantor under this Guaranty is limited to payment and performance of the Guaranteed Obligations. The Guarantor shall not be liable for or required to pay any consequential or indirect loss (including but not limited to loss of profits), exemplary damages, punitive damages, special damages, or any other damages or costs.

2. Effect of Amendments. The Guarantor agrees that the Beneficiary and the Obligor may amend or otherwise modify the SPA from time to time after the Effective Date, and that the Beneficiary may delay or extend the date on which any payment must be made, or any other obligation must be performed with respect to the Guaranteed Obligations, by the Obligor pursuant to the SPA or delay or extend the date on which any act must be performed by the Obligor thereunder, all without notice to or further assent by the Guarantor, who shall remain bound by, and not released in whole or in part from, this Guaranty notwithstanding any such act by the Beneficiary. The Guarantor acknowledges receipt of a true and complete copy of the SPA and all of the terms and conditions thereof. So long as any of the Guarantor's obligations hereunder remain undischarged the Guarantor will assume the sole responsibility for keeping itself informed, and requesting and obtaining copies from the Obligor or otherwise of all amendments and other modifications of the SPA and the Beneficiary will not have a duty to advise or to provide copies to the Guarantor of any such amendments or other modifications of the SPA.

3. Waiver of Rights; Reservation of Rights of the Obligor. The Guarantor expressly waives (i) protest, (ii) notice of default by the Obligor or any other person or entity, (iii) notice of acceptance of this Guaranty by the Beneficiary, (iv) presentment to or demand on the Obligor or any other person or entity for performance of any of the Guaranteed Obligations, (v) any right to require that any enforcement action have been taken against, or a judgment have been previously rendered against, the Obligor or any other person or entity, or that the Obligor or any other person or entity be joined in any action against the Guarantor; and (vi) any defense based on the unenforceability of the Guaranteed Obligations (including, without limitation, by reason of a stay, suspension, discharge or modification in any bankruptcy or insolvency proceeding or any

irregularity of the Guaranteed Obligations). No forbearance to demand or enforce or grant of time or other indulgence by the Beneficiary to the Obligor shall in any manner release the Guarantor from any of its obligations hereunder. Without limiting the Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses that the Obligor may have to performance of all or any portion of the Guaranteed Obligations except (A) defenses arising from the bankruptcy, insolvency, dissolution or liquidation of the Obligor, any injunction, stay or similar action in any bankruptcy, insolvency or other proceeding barring or limiting performance of any Guaranteed Obligation by the Obligor, or any amalgamation of or any change in existence, structure, name, status, function, control, constitution or ownership of the Obligor, the Guarantor, the Beneficiary or any other person or entity; (B) defenses relating to the power or authority of the Obligor to enter into the SPA, and to perform the Guaranteed Obligations thereunder, including, without limitation, any lack or limitation of status or of power, or any incapacity or disability, of the Obligor, or of any other guarantor or obligor in respect of any Guaranteed Obligation, or any change whatsoever in the capital structure, constitution or business of the Obligor; (C) defenses arising from any release or amendment or waiver of, or consent to departure from, any other guarantee or support document, or any exchange, release or non-perfection of any collateral, for any Guaranteed Obligation; and (D) defenses arising from any event or circumstance constituting fraud in the inducement or any other similar event or circumstance. The foregoing provisions apply and the foregoing waivers will be effective to the fullest extent permitted under applicable law even if the effect of any action or failure to take action by the Beneficiary is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against the Obligor for reimbursement, the Guarantor's right to recover contribution from any other person or entity, or any other right or remedy of the Guarantor.

4. Primary Liability of the Guarantor. The Guarantor agrees that the Beneficiary may enforce this Guaranty without the necessity at any time of resorting to or exhausting its recourse against the Obligor or any other person or entity, or any other security or collateral it may hold, or taking any other action before being entitled to demand performance of the Guaranteed Obligations by the Guarantor hereunder. This Guaranty is a continuing guarantee of performance and payment, subject to Section 5 below. The Guarantor agrees that the Guaranteed Obligations hereunder shall not be released or discharged, in whole or in part, or otherwise affected by: (i) the failure or delay of the Beneficiary to assert any claim or demand or to enforce any right or remedy against the Obligor or any other party interested in the transactions contemplated by the SPA, unless such failure or delay effects a release of the Obligor under the terms of the SPA; (ii) any change in the time, place or manner of payment or performance of the Guaranteed Obligations; (iii) the addition, substitution or release of any person or entity now or hereafter liable with respect to the Guaranteed Obligations, to or from the SPA or any related agreement or document; (iv) any change in the corporate existence, structure or ownership of the Obligor or the Guarantor or any other person or entity now or hereafter liable with respect to the Guaranteed Obligations; (v) any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Obligor or the Guarantor or any other person or entity now or hereafter liable with respect to the Guaranteed Obligations; (vi) the existence of any claim, set-off or other right which the Guarantor may have at any time against the Obligor or the Beneficiary, whether in connection with the Guaranteed Obligations or otherwise; or (vii) the adequacy of any other means the Beneficiary may have of obtaining payment or performance of the Guaranteed Obligations.

5. Term of Guarantee. This Guaranty and the rights and obligations hereunder shall terminate and be of no further force or effect (and no party hereto shall have any further liability hereunder) on the earliest of: (i) such time as all of the Guaranteed Obligations have been fully performed; provided, however, that for purposes of this Guaranty the discharge or modification of the Guaranteed Obligations in a bankruptcy or insolvency proceeding shall not constitute performance thereof, and (ii) the termination of the SPA in accordance with its terms; provided that, in each case, each of the Beneficiary or the Guarantor shall be entitled to seek any remedy to which it may be entitled at law or in equity for any breach by the Guarantor or the Beneficiary, respectively, under this Guaranty that it asserts prior to such termination. Notwithstanding the

foregoing in this Section 5, no such termination shall prevent reinstatement of this Guaranty in accordance with Section 8 below.

6. Representations. The Guarantor hereby represents and warrants that: (i) the Guarantor is a Canadian corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) the Guarantor has the power and authority to execute, deliver and perform this Guaranty under its formation documents; (iii) the execution, delivery and performance by the Guarantor of this Guaranty have been duly authorized by all requisite corporate action; (iv) this Guaranty constitutes a legal, valid and binding obligation of the Guarantor, enforceable against it in accordance with its terms; (v) the execution, delivery and performance by the Guarantor of this Guaranty will not violate, conflict with or result in a breach of, any material provisions of any of the terms and conditions of its formation documents, any material agreement to which it is a party, or any order binding on it, except in each case, to the extent such violation, conflict or breach would not have a material adverse effect on its ability to perform its obligations under this Guaranty; (vi) the Obligor is a wholly-owned subsidiary of the Guarantor; and (vii) the Guarantor (directly or indirectly) will benefit from the transactions contemplated in the SPA to a degree that constitutes fair value for its entering into this Guaranty.

7. Subrogation. The Guarantor shall be subrogated to all rights of the Beneficiary against the Obligor in respect of any amounts paid, or any other Guaranteed Obligations performed, by the Guarantor pursuant to this Guaranty; provided, however, until all of the Obligor's payment and performance obligations under the SPA have been performed in full, (i) the Guarantor shall have no right of subrogation in respect of any amounts paid, or any other Guaranteed Obligations performed, by the Guarantor pursuant to this Guaranty, and (ii) the Guarantor hereby waives and agrees not to assert any right to enforce by way of subrogation any remedy which the Beneficiary now has or may hereafter have against the Obligor.

8. Reinstatement. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by the Beneficiary to the Obligor or a trustee of Obligor's estate upon the insolvency, bankruptcy or reorganization of the Obligor, all as though the payment had not been made.

9. No Effect on Insurance. The obligations of the Guarantor hereunder shall not (i) affect, impair or limit any right of the Obligor, or any director, officer, manager, or employee of the Obligor, under any insurance program, policy or contract, or (ii) release, limit the liability of, or otherwise inure to the benefit of any insurer thereunder.

10. No Waiver; Cumulative Rights. No failure on the part of the Beneficiary or the Guarantor to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary or the Guarantor of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Beneficiary or the Guarantor, respectively, or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Beneficiary or the Guarantor at any time or from time to time.

11. Notice of Default. The Beneficiary shall provide prompt written notice to the Guarantor if the Obligor defaults under the SPA with respect to any Guaranteed Obligation; provided, that any failure by the Beneficiary to so notify the Guarantor shall not relieve the Guarantor from performing its obligations under this Guaranty.

12. Governing Law. THIS GUARANTY IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE

PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

13. Submission to Jurisdiction; Selection of Forum. Each of the Guarantor and the Beneficiary agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Guaranty exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City (the "Chosen Courts"), and solely in connection with any such claim (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party, and (iv) agrees that service of process upon it in any such action or proceeding shall be effective if notice is given in accordance with Section 19 below. EACH OF THE GUARANTOR AND THE BENEFICIARY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY. Each of the Guarantor and the Beneficiary agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this Guaranty brought in the Chosen Courts shall be conclusive and binding upon each of it and may be enforced in any other courts the jurisdiction of which each of the Guarantor or the Beneficiary is or may be subject, by suit upon such judgment.

14. Entire Agreement; Acceptance; Amendments. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. By acceptance of this Guaranty, the Beneficiary agrees to be bound by the terms and provisions hereof. This Guaranty may only be amended or modified by an instrument in writing signed by all of the parties to this Guaranty.

15. Headings. The headings of the various Sections of this Guaranty are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

16. No Third-Party Beneficiaries. This Guaranty is given by the Guarantor solely for the benefit of the Beneficiary, and is not to be relied upon by any other person or entity.

17. Successors and Assigns. Any assignment or other transfer of this Guaranty by either party hereto without the prior written consent of the other party hereto shall be void and without force or effect. This Guaranty shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Counterparts. This Guaranty 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. Execution of this Guaranty by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Guaranty signed by all parties hereto shall be sufficient to bind all such parties.

19. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder by a party hereto to the other party hereto shall be in writing, and shall be deemed to have been given (a) when delivered to addressee by hand, (b) when received by the addressee if sent by a nationally recognized overnight courier, or (c) when received by the addressee if sent by e-mail, in each case if received during normal business hours of such addressee on a business day, or on the next business day. Such communications must be sent to the Guarantor and the Beneficiary, respectively, at the following addresses (or at such other address) for such party as shall be specified for such purpose in a notice given in accordance with this Section 19):

If to the Guarantor, at:

Algonquin Power & Utilities Corp.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: jennifer.tindale@libertyutilities.com
Attn: Ms. Jennifer Tindale
Chief Legal Officer

with a copy (which shall not constitute notice) to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
E-mail: jim.goettsch@huschblackwell.com
Attn: James G. Goettsch

If to the Beneficiary, at:

Enbridge Gas Distribution Inc.
c/o Enbridge Inc.
Suite 200, 425 – 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: colin.gruending@enbridge.com
Attn: Mr. Colin Gruending
Vice President, Corporate Development

with a copy (which shall not constitute notice) to:

Enbridge Inc.
Suite 200, 425 - 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: legalnotices@enbridge.com
Attn: Chief Legal Officer

20. Severability. The provisions of this Guaranty shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Guaranty, or the application thereof to any person or entity, or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Guaranty and the application of such provision to other persons or entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first set forth above.

The Guarantor:

ALGONQUIN POWER & UTILITIES CORP.

By: _____
Name: Ian E. Robertson
Title: Chief Executive Officer

By: _____
Name: David Pasieka
Title: Chief Operating Officer, Liberty Utilities

Accepted and Agreed to by the Beneficiary
as of the date first set forth above:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first set forth above.

The Guarantor:

ALGONQUIN POWER & UTILITIES CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Accepted and Agreed to by the Beneficiary
as of the date first set forth above:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name: JAMES E SANDERS
Title: PRESIDENT

By: _____
Name: James Lord
Title: Vice President, Law

Exhibit B

to

Securities Purchase Agreement

FORM OF NGTL TSA GUARANTY AND UMBRELLA AGREEMENT

See attached.

EXHIBIT B

Form of

NGTL TSA GUARANTY AND UMBRELLA AGREEMENT

THIS NGTL TSA GUARANTY AND UMBRELLA AGREEMENT (this "Agreement"), is entered into as of [_____ __], 20[__] **[NOTE: Insert Closing Date]** (the "Effective Date"), among Liberty Utilities Co., a Delaware corporation ("Liberty"), Niagara Gas Transmission Limited, an Ontario corporation ("NGTL"), and St. Lawrence Gas Company, Inc., a New York corporation ("SLG").

Background Statements:

NGTL and SLG are parties to that certain Transportation Service Agreement dated October 30, 1992, pursuant to which NGTL provides to SLG firm transportation service on the Cornwall Pipeline, as modified by (i) that certain Notice of Intent to Extend Contract dated July 10, 2001, executed by SLG and NGTL, and (ii) that certain letter agreement dated September 13, 2011, between NGTL and SLG regarding cost recovery by NGTL from SLG for a proposed relocation of a portion of the Cornwall Pipeline on the north span of the Seaway International Bridge (collectively, the "NGTL Long Term TSA").

Pursuant to that certain Securities Purchase Agreement, dated as of August 31, 2017, between Liberty and Enbridge Gas Distribution Inc., an Ontario corporation ("EGD"), EGD has agreed to sell to Liberty all of its ownership interests in SLG (the "Transaction").

It is a condition precedent to the consummation of the Transaction under the SPA that Liberty, NGTL and SLG execute and deliver a NGTL TSA guaranty and umbrella agreement in substantially the form of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, Liberty, NGTL and SLG hereby agree as follows:

1. Guarantee; Limitation of Liability. Upon the terms set forth in this Agreement, Liberty hereby absolutely, unconditionally and irrevocably guarantees to NGTL the timely payment and performance when due of all of SLG's obligations, whether now in existence or hereafter arising, under that certain Transportation Service Agreement dated October 30, 1992, pursuant to which NGTL provides to SLG firm transportation service on the Cornwall Pipeline, as modified by that certain Notice of Intent to Extend Contract dated July 10, 2001, executed by SLG and NGTL (collectively, the "Continuing NGTL Long Term TSA", as such agreement may be amended or otherwise modified from time to time after the Effective Date in accordance with Section 2 below) (the "Guaranteed Obligations"). If SLG fails to perform any Guaranteed Obligation when due, Liberty shall, as an independent obligation, perform such Guaranteed Obligation in favor of NGTL in accordance with, and subject to, all terms and conditions of the Continuing NGTL Long Term TSA, as if such Guaranteed Obligation were performed by SLG. The liability of Liberty under Section 1 of this Agreement is limited to payment and performance of the Guaranteed Obligations. Liberty shall not be liable for or required to pay any consequential or indirect loss (including but not limited to loss of profits), exemplary damages, punitive damages, special damages, or any other damages or costs arising from Liberty's breach of this Section 1, or SLG's breach of any of the Guaranteed Obligations.

2. Effect of Amendments. Liberty agrees that NGTL and SLG may amend or otherwise modify the Continuing NGTL Long Term TSA from time to time after the Effective Date, and that NGTL may delay or extend the date on which any payment must be made, or any other obligation must be performed with respect to the Guaranteed Obligations, by SLG pursuant to the Continuing NGTL Long Term TSA or delay or extend the date on which any act must be performed by SLG thereunder, all without notice to or further assent

by Liberty, who shall remain bound by, and not released in whole or in part from, this Agreement notwithstanding any such act by NGTL. Liberty acknowledges receipt of a true and complete copy of the Continuing NGTL Long Term TSA and all of the terms and conditions thereof. So long as any of Liberty's obligations under Section 1 of this Agreement remain undischarged Liberty will assume the sole responsibility for keeping itself informed, and requesting and obtaining copies from SLG or otherwise of all amendments and other modifications of the Continuing NGTL Long Term TSA and NGTL will not have a duty to advise or to provide copies to Liberty of any such amendments or other modifications of the Continuing NGTL Long Term TSA.

3. Waiver of Rights; Reservation of Rights of SLG. Liberty expressly waives (i) protest, (ii) notice of default by SLG or any other person or entity, (iii) notice of acceptance of this Agreement by NGTL, (iv) presentment to or demand on SLG or any other person or entity for performance of any of the Guaranteed Obligations, (v) any right to require that any enforcement action have been taken against, or a judgment have been previously rendered against, SLG or any other person or entity, or that SLG or any other person or entity be joined in any action against Liberty; and (vi) any defense based on the unenforceability of the Guaranteed Obligations (including, without limitation, by reason of a stay, suspension, discharge or modification in any bankruptcy or insolvency proceeding or any irregularity of the Guaranteed Obligations). No forbearance to demand or enforce or grant of time or other indulgence by NGTL to SLG shall in any manner release Liberty from any of its obligations hereunder. Without limiting Liberty's own defenses and rights hereunder, Liberty reserves to itself all rights, setoffs, counterclaims and other defenses that SLG may have to performance of all or any portion of the Guaranteed Obligations except (A) defenses arising from the bankruptcy, insolvency, dissolution or liquidation of SLG, any injunction, stay or similar action in any bankruptcy, insolvency or other proceeding barring or limiting performance of any Guaranteed Obligation by SLG, or any amalgamation of or any change in existence, structure, name, status, function, control, constitution or ownership of SLG, Liberty, NGTL or any other person or entity; (B) defenses relating to the power or authority of SLG to enter into the Continuing NGTL Long Term TSA, and to perform the Guaranteed Obligations thereunder, including, without limitation, any lack or limitation of status or of power, or any incapacity or disability, of SLG, or of any other guarantor or obligor in respect of any Guaranteed Obligation, or any change whatsoever in the capital structure, constitution or business of SLG; (C) defenses arising from any release or amendment or waiver of, or consent to departure from, any other guarantee or support document, or any exchange, release or non-perfection of any collateral, for any Guaranteed Obligation; and (D) defenses arising from any event or circumstance constituting fraud in the inducement or any other similar event or circumstance. The foregoing provisions apply and the foregoing waivers will be effective to the fullest extent permitted under applicable law even if the effect of any action or failure to take action by NGTL is to destroy or diminish Liberty's subrogation rights, Liberty's right to proceed against SLG for reimbursement, Liberty's right to recover contribution from any other person or entity, or any other right or remedy of Liberty.

4. Primary Liability of Liberty. Liberty agrees that NGTL may enforce Section 1 of this Agreement without the necessity at any time of resorting to or exhausting its recourse against SLG or any other person or entity, or any other security or collateral it may hold, or taking any other action before being entitled to demand performance of the Guaranteed Obligations by Liberty hereunder. Section 1 of this Agreement is a continuing guarantee of performance and payment, subject to Section 5 below. Liberty agrees that the Guaranteed Obligations hereunder shall not be released or discharged, in whole or in part, or otherwise affected by: (i) the failure or delay of NGTL to assert any claim or demand or to enforce any right or remedy against SLG or any other party interested in the transactions contemplated by the Continuing NGTL Long Term TSA, unless such failure or delay effects a release of SLG under the terms of the Continuing NGTL Long Term TSA; (ii) any change in the time, place or manner of payment or performance of the Guaranteed Obligations; (iii) the addition, substitution or release of any person or entity now or hereafter liable with respect to the Guaranteed Obligations, to or from the Continuing NGTL Long Term TSA or any related agreement or document; (iv) any change in the corporate existence, structure or ownership of SLG or Liberty or any other person or entity now or hereafter liable with respect to the Guaranteed Obligations; (v) any insolvency, bankruptcy, reorganization or other similar proceeding affecting SLG or

Liberty or any other person or entity now or hereafter liable with respect to the Guaranteed Obligations; (vi) the existence of any claim, set-off or other right which Liberty may have at any time against SLG or NGTL, whether in connection with the Guaranteed Obligations or otherwise; or (vii) the adequacy of any other means NGTL may have of obtaining payment or performance of the Guaranteed Obligations.

5. Term of Agreement. This Agreement and the rights and obligations hereunder shall terminate and be of no further force or effect (and no party hereto shall have any further liability hereunder) on the twentieth (20th) anniversary of the Effective Date; provided that, (i) the guarantee and other provisions in Sections 1, 2, 3, 4 and 8 hereof, and the rights and obligations thereunder (collectively, the "Guarantee Provisions"), and the credit support provisions in Section 6 hereof, and the rights and obligations thereunder, shall terminate and be of no further force or effect (and no party hereto shall have any further liability hereunder) on the seventh (7th) anniversary of the Effective Date, and (ii) each party hereof shall be entitled to seek any remedy to which it may be entitled at law or in equity for any breach by any other party hereof under this Agreement that such first party asserts prior to termination of any relevant term or condition hereunder. Notwithstanding the foregoing in this Section 5, no termination of the Guarantee Provisions shall prevent reinstatement of the Guarantee Provisions in accordance with Section 9 below.

6. Credit Support. The parties hereof hereby agree that without otherwise limiting the rights and obligations of NGTL under the Continuing NGTL Long Term TSA, including, without limitation, Section 13.2 of the General Terms and Conditions of the Tariff, if neither SLG nor the TSA Guarantor (as defined below in this Section 6) is an Investment Grade Person (as defined below in this Section 6), then Liberty shall within five (5) business days of the occurrence of such event provide NGTL with a Letter of Credit (as defined below in this Section 6) in an amount equal to (i) if the Continuing NGTL Long Term TSA is still in effect, the then value of the aggregate FT Monthly Toll (as defined in the Continuing NGTL Long Term TSA) for a period of 24 months, or (ii) if the Continuing NGTL Long Term TSA has expired or been terminated by SLG, the then value of the aggregate Monthly TSA Termination Fees (as defined below) for a period of 24 months. As used herein: (A) "TSA Guarantor" shall mean the issuer of the TSA Guaranty (as defined below in this Section 6); (B) "TSA Guaranty" shall mean (i) this Agreement, or (ii) a guaranty that NGTL has, in its sole discretion, accepted in replacement of the guarantee provisions included in this Agreement; (C) "Investment Grade Person" shall mean (i) a person or entity having a senior unsecured non-credit enhanced long-term debt credit rating or debt issuer rating that is "BBB-" or better from Standard & Poor's Rating Group, a division of McGraw Hill, Inc., (ii) a person or entity having a senior unsecured non-credit enhanced long-term debt credit rating or debt issuer rating that is "Baa3" or better from Moody's Investors Services, Inc., or (iii) a person or entity having a senior unsecured non-credit enhanced long term debt credit rating or debt issuer rating that is "BBB (low)" or better from DBRS Limited (for greater certainty, where such person or entity is rated by more than one agency, the lowest credit rating will apply); and (D) "Letter of Credit" shall mean an irrevocable standby letter of credit issued by a banking, financial or other similar institution with a branch in U.S. or Canada, and which has senior unsecured long-term debt which is rated at least "A" by Standard & Poor's Rating Group, a division of McGraw Hill, Inc., or at least "A2" by Moody's Investors Services, Inc. (for greater certainty, where such institution is rated by more than one agency, the lowest credit rating will apply).

7. Representations.

(a) Liberty hereby represents and warrants to NGTL and SLG that: (i) Liberty is a Delaware corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) Liberty has the power and authority to execute, deliver and perform this Agreement under its formation documents; (iii) the execution, delivery and performance by Liberty of this Agreement have been duly authorized by all requisite corporate action; (iv) this Agreement constitutes a legal, valid and binding obligation of Liberty, enforceable against it in accordance with its terms; (v) the execution, delivery and performance by Liberty of this Agreement will not violate, conflict with or result in a breach of, any material provisions of any of the terms and conditions of its formation documents, any material agreement to which it

is a party, or any order binding on it, except in each case, to the extent such violation, conflict or breach would not have a material adverse effect on its ability to perform its obligations under this Agreement; (vi) SLG is a wholly-owned subsidiary of Liberty effective upon the completion of the "Closing" (as such term is defined in the in the SPA); and (vii) Liberty (directly or indirectly) will benefit from the transactions contemplated in the NGTL Long Term TSA to a degree that constitutes fair value for its entering into this Agreement.

(b) NGTL hereby represents and warrants to Liberty and SLG that: (i) NGTL is an Ontario corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) NGTL has the power and authority to execute, deliver and perform this Agreement under its formation documents; (iii) the execution, delivery and performance by NGTL of this Agreement have been duly authorized by all requisite corporate action; (iv) this Agreement constitutes a legal, valid and binding obligation of NGTL, enforceable against it in accordance with its terms; and (v) the execution, delivery and performance by NGTL of this Agreement will not violate, conflict with or result in a breach of, any material provisions of any of the terms and conditions of its formation documents, any material agreement to which it is a party, or any order binding on it, except in each case, to the extent such violation, conflict or breach would not have a material adverse effect on its ability to perform its obligations under this Agreement.

(c) SLG hereby represents and warrants to Liberty and NGTL that: (i) SLG is a New York corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) SLG has the power and authority to execute, deliver and perform this Agreement under its formation documents; (iii) the execution, delivery and performance by SLG of this Agreement have been duly authorized by all requisite corporate action; (iv) this Agreement constitutes a legal, valid and binding obligation of SLG, enforceable against it in accordance with its terms; (v) the execution, delivery and performance by SLG of this Agreement will not violate, conflict with or result in a breach of, any material provisions of any of the terms and conditions of its formation documents, any material agreement to which it is a party, or any order binding on it, except in each case, to the extent such violation, conflict or breach would not have a material adverse effect on its ability to perform its obligations under this Agreement; and (vi) SLG is a wholly-owned subsidiary of Liberty effective upon the completion of the "Closing" (as such term is defined in the in the SPA).

8. Subrogation. Liberty shall be subrogated to all rights of NGTL against SLG in respect of any amounts paid, or any other Guaranteed Obligations performed, by Liberty pursuant to the Guarantee Provisions; provided, however, until all of SLG's payment and performance obligations under the Continuing NGTL Long Term TSA have been performed in full, (i) Liberty shall have no right of subrogation in respect of any amounts paid, or any other Guaranteed Obligations performed, by Liberty pursuant to the Guarantee Provisions, and (ii) Liberty hereby waives and agrees not to assert any right to enforce by way of subrogation any remedy which NGTL now has or may hereafter have against SLG.

9. Reinstatement. The Guarantee Provisions shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by NGTL to SLG or a trustee of SLG's estate upon the insolvency, bankruptcy or reorganization of SLG, all as though the payment had not been made.

10. No Effect on Insurance. The obligations of Liberty hereunder shall not (i) affect, impair or limit any right of SLG, or any director, officer, manager, or employee of SLG, under any insurance program, policy or contract, or (ii) release, limit the liability of, or otherwise inure to the benefit of any insurer thereunder.

11. Termination of Relocation Letter Agreement. Effective upon the completion of the "Closing" (as such term is defined in the in the SPA), that certain letter agreement dated September 13, 2011, between NGTL and SLG regarding cost recovery by NGTL from SLG for a proposed relocation of a portion of the

Cornwall Pipeline on the north span of the Seaway International Bridge (collectively, the "Relocation Letter Agreement"), shall be terminated and be of no further force or effect (and neither SLG nor NGTL shall have any further liability thereunder).

12. Monthly TSA Termination Fees. If SLG elects to terminate the Continuing NGTL Long Term TSA pursuant to Section 4.01 therein with the effect that the Continuing NGTL Long Term TSA terminates or expires on a date (the "TSA Termination Date") prior to the seventh (7th) anniversary of the Effective Date (the "Back-Stop Expiration Date"), then Liberty shall, as a termination fee and not as a penalty, pay NGTL each month, beginning on the first business day of each calendar month beginning with the calendar month following the calendar month in which the TSA Termination Date occurs, and ending with the calendar month in which the Back-Stop Expiration Date occurs, an amount, in cash, equal to the amount that would have been payable by SLG under the Continuing NGTL Long Term TSA if it had remained in effect from the TSA Termination Date through the day before the Back-Stop Expiration Date, and assuming SLG would have nominated, scheduled and actually transported zero volumes of natural gas thereunder following the TSA Termination Date (each such monthly payment, a "Monthly TSA Termination Fee").

13. Rights of First Refusal. In the event SLG seeks to secure natural gas firm transportation service to support its regulated natural gas local distribution system located in St. Lawrence County, Lewis County, and Franklin County in New York State during the period beginning on the Effective Date and ending on the twentieth (20th) anniversary of the Effective Date (such period, the "ROFR Period"), NGTL shall have rights of first refusal to provide all of such firm transportation service to SLG capable of being provided on its Cornwall Pipeline as provided in greater detail below in this Section:

(a) If SLG desires to secure natural gas firm transportation service to support its regulated natural gas local distribution system located in St. Lawrence County, Lewis County, and Franklin County in New York State during the ROFR Period (each case, a "Transportation Service Transaction"), then SLG shall, with appropriate confidentiality notices, promptly give notice thereof (each, a "Transportation Service Notice") to NGTL. The Transportation Service Notice shall set forth all relevant information with respect to the proposed Transportation Service Transaction, including (i) the name and address of the prospective transporter to provide such service, the term, toll, MDQ, receipt point, delivery point, credit support, required regulatory approvals (if any), and other proposed terms and conditions, (ii) all definitive agreements to effect such Transportation Service Transaction, and (iii) a detailed budget and description of all capital expenditures SLG would need to incur in connection with such Transportation Service Transaction. After providing the Transportation Service Notice to NGTL, SLG shall make available to NGTL diligence materials relating to the Transportation Service Transaction as and to the extent and in the same manner such materials are made available to the prospective transporter for such transaction (the "Diligence Materials"), and SLG shall continue, during the time period for which NGTL has a right to deliver a ROFR Exercise Notice (as defined below) in accordance herewith, to make available such Diligence Materials and respond to the reasonable inquiries of NGTL with respect thereto. NGTL shall be obligated to treat the Diligence Materials, the Transportation Service Transaction, and the Transportation Service Notice as "Confidential Information" in accordance with the provisions of the Continuing NGTL Long Term TSA (unless and until a separate confidentiality agreement is entered into by NGTL and SLG addressing the confidential treatment of the Diligence Materials).

(b) NGTL shall have a right of first refusal (each, a "ROFR") to provide the firm transportation service to SLG on its Cornwall Pipeline in lieu of any Transportation Service Transaction, subject to an aggregate cap of maximum daily quantity of 43,130 GJ (approximately 40,880 Dth or 1,135 10^3m^3), upon terms and conditions that would provide SLG with firm transportation service at a cost and operational characteristics at least as favorable to SLG (after taking into account services or facilities available to SLG to address elements of the Transportation Service Transaction that goes beyond NGTL's capability to provide service on its Cornwall Pipeline) as the cost and operational characteristics set forth in the Transportation

Service Notice for such transaction. NGTL shall have thirty (30) days following its receipt of the Transportation Service Notice in which to notify SLG as to whether NGTL desires to exercise a ROFR. A notice in which NGTL exercises its ROFR for any particular Transportation Service Transaction is referred to herein as a "ROFR Exercise Notice".

(c) If a ROFR is exercised in accordance with this Section for any Transportation Service Transaction, NGTL and SLG shall negotiate in good faith the terms of a transportation service agreement that would provide SLG with firm transportation service at a cost and operational characteristics at least as favorable to SLG (after taking into account services or facilities available to SLG to address elements of the Transportation Service Transaction that goes beyond NGTL's capability to provide service on its Cornwall Pipeline) as the cost and operational characteristics set forth in the Transportation Service Notice for such transaction, such transportation service agreement to be entered into by NGTL and SLG within thirty (30) days after the expiration of the 30-day period referred to in subsection.

(d) If NGTL does not deliver a ROFR Exercise Notice in accordance with subsection (b) of this Section with respect to any Transportation Service Notice, SLG shall have the right to proceed with the related Transportation Service Transaction with the prospective transporter specified in such Transportation Service Notice strictly in accordance with the terms set out in such Transportation Service Notice for a period sixty (60) days after the expiration of the 30-day period referred to in subsection (b) of this Section. If, however, SLG fails to so enter into such transportation service agreement for such Transportation Service Transaction within such 60-day period, such proposed Transportation Service Transaction shall again become subject to the ROFR and the provisions of this Section.

(e) Notwithstanding the provisions in subsections (a) and (b) of this Section, SLG's obligation to deliver a Transportation Service Notice to NGTL, or to enter into any transportation service agreement with NGTL pursuant to this Section, is contingent on SLG's reasonable determination at the time that doing so (supported by the written advice of a reputable New York outside counsel experienced in regulatory utility matters) will not likely prejudice SLG's ability to recover the costs that SLG would incur under such agreement in SLG's rates as approved by the New York State Public Service Commission. In the event SLG makes a determination that delivering a Transportation Service Notice to NGTL, or entering into any transportation service agreement with NGTL pursuant to this Section, will likely prejudice SLG's ability to recover the costs that SLG would incur under such agreement in SLG's rates as approved by the New York State Public Service Commission, SLG shall promptly notify NGTL of such determination and provide a reasonably detailed explanation of how it reached such determination.

14. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each person or entity signatory hereto or, in the case of a waiver, by the person or entity against whom the waiver is to be effective. No failure or delay by any person or entity in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Notice of Default. NGTL shall provide prompt written notice to Liberty if SLG defaults under the Continuing NGTL Long Term TSA with respect to any Guaranteed Obligation; provided that any failure by NGTL to so notify Liberty shall not relieve Liberty from performing its obligations under this Agreement.

16. Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

17. Submission to Jurisdiction; Selection of Forum. All actions, suits or proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Court of Queen's Bench in the Province of Ontario, Canada. Consistent with the preceding sentence, each of the parties hereto hereby (i) irrevocably submits to the exclusive jurisdiction of the courts in the Province of Ontario for the purpose of any action, suit or proceeding arising out of or relating to this Agreement brought by any of them, (ii) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper, or that this Agreement may not be enforced in or by any of the above-named courts, and (iii) irrevocably consents to and grants any such court exclusive jurisdiction over the person of such parties and over the subject matter of such action, suit or proceeding and agree that mailing of process or other papers in connection with any such action, suit or proceeding in the manner provided in Section 23 below or in such other manner as may be permitted by applicable law shall be valid and sufficient service thereof.

18. Entire Agreement. This Agreement is the "NGTL TSA Guaranty and Umbrella Agreement" referred to in the SPA and contains the entire agreement among Liberty, NGTL and SLG with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

19. Headings. The headings of the various Sections of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

20. No Third-Party Beneficiaries. Subject to the provisions of Section 21 below, this Agreement is solely for the benefit of (a) Liberty and its successors and permitted assigns with respect to the rights and obligations of Liberty under this Agreement, (b) NGTL and its successors and permitted assigns with respect to the rights and obligations of NGTL under this Agreement, and (c) SLG and its successors and permitted assigns with respect to the rights and obligations of SLG under this Agreement, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

21. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. None of the parties may assign any of its rights or delegate any of its obligations under this Agreement (for the avoidance of doubt, no merger or sale of securities of Liberty, NGTL, SLG, or any entity that directly or indirectly controls any of Liberty, NGTL, or SLG shall constitute an assignment hereunder) without the prior written consent of all of the other parties, and any attempted or purported assignment in violation of this Section 21 shall be null and void.

22. Counterparts. This Agreement 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. Execution of this Agreement by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Agreement signed by all parties hereto shall be sufficient to bind all such parties.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder by a party hereto to any other party hereto shall be in writing, and shall be deemed to have been given (a) when delivered to addressee by hand, (b) when received by the addressee if sent by a nationally recognized overnight courier , or (c) when received by the addressee if sent by e-mail, in each case if received during normal business hours of such addressee on a business day, or on the next business day. Such communications must be sent to Liberty, NGTL, and SLG, respectively, at the following addresses (or at such

other address) for such party as shall be specified for such purpose in a notice given in accordance with this Section 23):

If to Liberty, at:

Liberty Utilities Co.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: jenifer.tindale@libertyutilities.com
Attn: Ms. Jennifer Tindale
Chief Legal Counsel

with a copy (which shall not constitute notice) to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112, U.S.A.
E-mail: jim.goettsch@huschblackwell.com
Attn: James. G. Goettsch

If to SLG, at:

St. Lawrence Gas Company, Inc.
c/o Liberty Utilities Co.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: jenifer.tindale@libertyutilities.com
Attn: Ms. Jennifer Tindale
Chief Legal Counsel

with a copy (which shall not constitute notice) to:

Husch Blackwell LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112, U.S.A.
E-mail: jim.goettsch@huschblackwell.com
Attn: James. G. Goettsch

If to NGTL, at:

Niagara Gas Transmission Limited
c/o Enbridge Gas Distribution Inc.
500 Consumers Road
North York, Ontario, Canada M2J 1P8
E-mail: [_____]@enbridge.com
Attn: [_____ _____]
[_____]

with a copy (which shall not constitute notice) to:

Enbridge Inc.
Suite 200, 425 - 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: legalnotices@enbridge.com
Attn: Chief Legal Officer

24. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity, or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

25. Specific Performance. Each party hereto acknowledges that its obligations hereunder are unique and that remedies at law, including monetary damages, will be inadequate in the event that it should default in the performance of its obligations under this Agreement. Accordingly, in the case of a breach of any obligation of such party to perform any of its obligations under this Agreement, each other party hereto shall be entitled to equitable relief, without proof of damages, including in the form of an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to order such first party to affirmatively carry out its obligations under this Agreement.

26. Audit Right. No more frequently than once each calendar year during the period beginning on the first (1st) anniversary of the TSA Termination Date and ending on the first (1st) anniversary of the Back-Stop Expiration Date, Liberty, after at least fifteen (15) business days' prior written notice to NGTL, shall have the right during normal business hours to initiate a formal audit performed by an independent auditor engaged by Liberty of all books, accounts and records maintained by NGTL in respect to the operations of the Cornwall Pipeline for the proceeding calendar year that are relevant for purposes of calculating the Monthly TSA Termination Fees for such proceeding calendar year, including customer bills, and supplier invoices, statements and other support for costs charged to the operations of the Cornwall Pipeline. The right to conduct an audit hereunder shall include the right to meet with appropriate personnel of NGTL or any of its affiliates to discuss matters relevant to the audit. If, pursuant to such audit, it is agreed by NGTL and Liberty or determined pursuant to legal proceedings that any amount previously paid by Liberty to NGTL as part of a Monthly TSA Termination Fee did not constitute a due and payable item pursuant to this Agreement, Liberty may recover such amount from NGTL or deduct, or cause to be deducted, such amount from any payment that may be due to NGTL. Liberty shall be solely responsible for any costs related to engagement of its independent auditor pursuant to this Section, and shall reimburse NGTL promptly upon written request (along with reasonable supporting documentation) for all costs and expenses reasonably incurred by NGTL or any of its affiliates in connection with any audit pursuant to this Section..

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this NGTL TSA Guaranty and Umbrella Agreement has been duly executed by the duly authorized representative of each party set forth below as of the date first set forth above.

LIBERTY:

LIBERTY UTILITIES CO.

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

NGTL:

NIAGARA GAS TRANSMISSION LIMITED

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

SLG:

ST. LAWRENCE GAS COMPANY, INC.

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

Exhibit C

to

Securities Purchase Agreement

FORM OF TRANSITION SERVICES AGREEMENT

See attached.

EXHIBIT C

Form of

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of [_____ __], 20[__] **[NOTE: Insert Closing Date]** (the "Effective Date"), between Enbridge Gas Distribution Inc., an Ontario corporation ("Provider"), and Liberty Utilities Co., a Delaware corporation ("Recipient"). The term "Provider" is deemed to include any Affiliate of Provider that is directed by Provider to provide services to, or receive compensation from, Recipient pursuant to the terms of this Agreement. The term "Recipient" is deemed to include any Affiliate of Recipient that receives services and/or is obligated to make payments to Provider pursuant to the terms of this Agreement.

WHEREAS, the Provider is an indirect, wholly-owned Subsidiary of Enbridge Inc., a Canadian corporation ("Enbridge"), and Recipient is an indirect, wholly-owned Subsidiary of Algonquin Power & Utilities Corp., a Canadian corporation ("APUC");

WHEREAS, (i) St. Lawrence Gas Company, Inc. (d/b/a Enbridge St. Lawrence Gas or St. Lawrence Gas), a New York corporation ("SLG"), is a direct, wholly-owned subsidiary of Provider, and a New York State Public Service Commission regulated public utility in the business of selling and transporting natural gas to its customers in St. Lawrence County, Lewis County, and Franklin County in New York State, (ii) St. Lawrence Gas Co. Service & Merchandising Corp. (d/b/a Enbridge Services and Enbridge), a New York corporation ("SLG SMC"), is a direct, wholly-owned subsidiary of SLG, and an unregulated business, primarily engaged in the rental of water heaters and other natural gas appliances to its customers in St. Lawrence County, Lewis County, Franklin County and Jefferson County in New York State, and (iii) S.L.G. Communications Corp., a New York corporation ("SLG Communications"), is a direct, wholly-owned subsidiary of SLG, and an unregulated business, engaged in providing communication services to SLG (collectively, the business referenced in the foregoing items (i) through (iii), the "SLG Business");

WHEREAS, pursuant to the Securities Purchase Agreement (the "Securities Purchase Agreement"), dated as of August 31, 2017 (the "SPA Execution Date"), between Provider and Recipient, Provider has agreed to sell to Recipient all of its direct and indirect ownership interests in SLG, SLG SMC, and SLG Communications (the "Transaction"); and

WHEREAS, it is a condition precedent to the consummation of the Transaction under the Securities Purchase Agreement that Provider execute and deliver and Recipient execute and deliver, a transition services agreement in substantially the form of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Persons signatory hereto, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Defined Terms**. Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Securities Purchase Agreement.

1.2 **Other Definitional Provisions**. Unless the express context otherwise requires:

(a) references herein to an "Affiliate" of Provider shall exclude any SLG Company, and references herein to an "Affiliate" of Recipient shall include any SLG Company;

(b) the word "day" means calendar day;

(c) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) the terms defined in the singular have a comparable meaning when used in the plural and vice versa;

(e) all references to "$" mean United States Dollars;

(f) references herein to a specific Article, Section or Schedule shall refer, respectively, to Articles, Sections or Schedules of this Agreement;

(g) wherever the word "include", "includes", or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(h) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if"; and

(i) except as otherwise specifically provided in this Agreement, any statute defined or referred to herein means such statute as from time to time amended, supplemented or modified, including by succession of comparable successor statutes.

ARTICLE 2
SERVICES TO BE PROVIDED

2.1 **Services**. The parties agree that, upon the terms and subject to the conditions set forth in this Agreement, Provider shall provide to Recipient the services described on Schedule A (the "Services") solely in connection with the operations of the SLG Business, and the level and scope of the Services shall be at a level and scope substantially consistent with Provider's and its Affiliates' past practice of providing the Services to the SLG Companies prior to the SPA Execution Date, except to the extent that the Services are reduced in level and/or scope as requested by Recipient in writing or modified by mutual written agreement of the parties hereto. Each Service shall be provided by Provider and

its Affiliates from location(s) Provider determines are necessary to perform the Services in accordance with the terms of this Agreement and for the duration specified in Schedule A unless Recipient notifies Provider in writing that such Services are no longer required, or as otherwise set forth in this Section 2.1. Schedule A may be revised, amended or replaced by the mutual agreement of Provider and Recipient. If, after the Effective Date, Recipient identifies a service that Provider or any of its Affiliates provided to SLG within one year prior to the Effective Date, but such service was omitted from inclusion in the Services to be received by Recipient under this Agreement (an "Omitted Service"), then, upon the prior written consent of Provider (which consent shall not be unreasonably withheld, delayed or conditioned), such Omitted Service shall be added and considered as part of the Services to be provided hereunder. The parties shall cooperate and act in good faith to reach agreement on the charges, fees and other specific terms and conditions applicable to such Omitted Service, provided that if such Omitted Service is substantially similar to any other Service provided by Provider under this Agreement, such charges, fees and other specific terms and conditions shall be substantially similar to the fees and other specific terms and conditions applicable to such other Services, and provided, further, that a 15% surcharge shall be added to any charges applicable to an Omitted Service. Upon the parties' agreement on the charges, fees and other specific terms and conditions applicable to an Omitted Service, the parties shall execute an amendment to this Agreement that provides for the substitution of the relevant Schedule, or additions of supplements to the relevant Schedule, in order to describe such Omitted Service and the agreement upon the related charges, fees and other specific terms and conditions applicable thereto.

2.2 **Cooperation and Project Managers**. Recipient shall cooperate and provide such assistance as is reasonably required for Provider to provide the Services in the manner required by this Agreement. Further, each party will appoint an individual to serve as such party's representative to deal with issues arising out of the performance of this Agreement and facilitate the orderly provision of the Services. The initial representatives shall be [_____], [**Telephone Number**], [**Email Address**] for Provider and Gerald Tremblay, (905) 465-4530, gerald.tremblay@libertyutilities.com for Recipient. Either party may change its designated representative by giving notice to the other party.

2.3 **Subcontractors; Third-Party Vendors**.

(a) Provider may sub-contract its duties to perform the Services under this Agreement (i) to qualified third parties consistent with past practice prior to the SPA Execution Date, and (ii) to other third parties with the prior written consent of Recipient (which consent shall not be unreasonably withheld, conditioned or delayed) (collectively, "Third-Party Subcontractors"); provided, however, that such subcontracting shall not relieve Provider of any of its obligations under the Agreement. Provider shall promptly provide Recipient with a copy of any Contract with a Third-Party Subcontractor under which expenses to be charged to, or reimbursed by, Recipient under this Agreement is reasonably expected by Provider to exceed $50,000 per month. Provider shall provide Recipient with a reasonable opportunity to review the terms of any new Contract with a Third-

Party Subcontractor related to the provision of Services prior to Provider executing such Contract.

(b) Upon Recipient's request, Provider shall introduce Recipient to each third party supplier that is a counterparty to a Contract with Provider or any of its Affiliates pursuant to which significant services are provided for the benefit of the SLG Business prior to the Closing Date (such counterparty, a "Third-Party Vendor"), including service contracts, procurement contracts, information technology licenses and agreements, power purchase agreements and leases, but excluding (i) any inactive Contracts pursuant to which no amounts (other than *de minimus* amounts) have been billed to and paid by any SLG Company since January 1, 2017 and (ii) any Contracts which are not reasonably expected by Provider and Recipient to be used in connection with operations of the SLG Business at any time during the two year period commencing on the Closing Date. If Recipient requests, Provider shall use commercially reasonable efforts to assist Recipient in engaging such Third-Party Vendor in contract discussions and shall support such discussions with historical knowledge where possible; and, with respect to any Contracts (excluding master service or similar agreements) which solely relate to the operation of the SLG Business prior to the Closing Date, Provider shall assign such Contracts to Recipient, or if consent is required to assign, use commercially reasonable efforts to obtain such consent. Notwithstanding anything herein to the contrary, any costs payable to the Third-Party Vendor to effect any such assignment shall be solely paid by Recipient.

2.4 **Personnel**. All labour matters relating to employees of any party or its Affiliates (including employees involved in the provision of the Services) shall be within the exclusive control of such party, and the other party shall not have any responsibility, authority, right or obligation with respect to such matters. For the avoidance of doubt, (i) all employees, contractors and other representatives of Provider or any of its Affiliates providing Services hereunder shall not be deemed to be employees, contractors, or other representatives of Recipient, and (ii) Recipient shall have no rights with respect to any decision by Provider as to which particulate individual Provider decides to use to perform the Services on its behalf.

2.5 **Control of Business Operations**. For the avoidance of doubt, Recipient shall have exclusive control of the planning and operations of the SLG Business at all times from and after the date of this Agreement. To the extent within the scope of the Services, any and all actions taken by Provider with respect to planning and operations of the SLG Business shall be deemed taken by or on behalf of Recipient and not by or on behalf of Provider. No provisions of this Agreement shall be deemed to (a) grant to Provider any right or authority with respect to the SLG Business or (b) place upon Provider any obligations with respect to the SLG Business other than the obligations expressly set forth in this Agreement.

2.6 **Services Subject to Legal Requirements**. Nothing herein shall be construed to require any Person to provide any Service in violation of any Law to which such Person is subject. Provider shall comply in all material respects with (a) all Laws applicable to the

provision by it of the Services hereunder and (b) the accounting and reporting requirements of any Government Entity having jurisdiction over it or its Affiliates with respect to their respective activities related to Provider's performance of the Services.

2.7 **Intellectual Property Licenses**. To the extent held by Provider or one of its Affiliates as of the SPA Execution Date, Provider shall continue to hold and maintain, and shall cause its Affiliates to hold and maintain, the intellectual property licenses used by it or its Affiliates (or suitable substitutes of any such licenses as reasonably determined by Provider) to provide Services pursuant to this Agreement during the term hereof.

ARTICLE 3
COMPENSATION AND PAYMENT TERMS

3.1 **Compensation and Reimbursement**. In consideration of the provision of each Service pursuant to this Agreement, Provider shall be compensated by Recipient:

(a) with respect to Third-Party Subcontractors performing and/or providing such Service on behalf of Provider, at the applicable cost charged by such Third-Party Subcontractor to Provider or its Affiliates ("Cost");

(b) with respect to personnel of Provider or any of its Affiliates performing such Service, at the applicable hourly rates set forth on Schedule B (the "Applicable Rates") as applicable to the specific personnel performing the particular Services, or as otherwise set forth on Schedule A; and

(c) the cost of the existing, dedicated phone lines, data circuits and other assets (including maintenance thereof) necessary to provide the Services in accordance with Agreement;

provided, however, that the aggregate of such compensation for any calendar quarter after the Effective Date shall not exceed the aggregate amount of charges, fees and costs billed to Recipient for the provision of the Services by Provider and its Affiliates for any calendar quarter in 2017 prior to the SPA Execution Date.

In addition, Provider and its Affiliates shall be reimbursed by Recipient for any reasonable air fare, lodging, meals, mileage, parking, ground transportation and incidental costs and expenses incurred in the provision of the Services, in each case in accordance with Provider's standard policies with respect to such costs and expenses provided, however, that Recipient's obligation to reimburse Provider for such costs and expenses shall not exceed $10,000 for any month during the term of this Agreement except with the prior written consent of Recipient (which consent shall not be unreasonably withheld, conditioned or delayed). Upon Recipient's request, Provider shall provide Recipient a written copy of Provider's standard policies with respect to such costs and services.

Beginning upon the date that is nine (9) months after the Effective Date (such date, the "Initial Fee Accrual Date"), and continuing during the remainder of the term of this Agreement, a fee shall be added to all amounts otherwise due Provider by Recipient as

set out above in this Section 3.1 equal to 15% of the aggregate of such amounts that relate to any period after Initial Fee Accrual Date.

3.2 **Payment**. On or before the 15th Business Day of each calendar month during the term of this Agreement, Provider shall deliver to Recipient an invoice reflecting the amount due under this Agreement for each Service provided by Provider or its Affiliates pursuant to this Agreement in the previous month, including a break-down, by geographic location, of such amount based on where such Services were provided, and, if applicable, the number of days performed at each such location. Subject to Section 3.3, Recipient shall make payment of the amount due to Provider on any such invoice within thirty (30) days after Recipient's receipt of the invoice.

3.3 **Payment Disputes**. In the event that Recipient in good faith disputes any invoice from Provider issued hereunder, or portion thereof, Recipient shall pay the undisputed portion of the invoice and provide Provider written notice of the disputed amounts, together with a statement of the particulars of the dispute, including the calculations with respect to any errors or inaccuracies claimed.

3.4 **No Right of Offset**. Subject to Section 3.6, neither party shall have a right to offset, deduct or withhold any monies from any amounts due under this Agreement based on any amounts owed or claimed to be owed by the other party.

3.5 **Books and Records**. Each party shall keep and maintain books, records, accounts and other documents related to the provision of the Services consistent with historical practices. Such records shall include receipts, invoices, memoranda, vouchers, inventories, timesheets and accounts pertaining to the Services, as well as complete copies of all written Contracts, purchase orders, service agreements and other such written arrangements entered into in connection therewith. Upon written request by Recipient (which shall be limited to one request for each calendar quarter in question), Provider shall within thirty (30) days of its receipt of such request provide copies of (i) invoices from any Third Parties that support any Costs charged to Recipient under subsections (a) and (c) of Section 3.1, and (ii) timesheets or other written records that evidences hours charged Provider under subsection (b) of Section 3.1.

3.6 **Withholding Taxes**. If Recipient believes withholding of Tax may be required from any payment made pursuant to this Agreement under the Tax Act or the Code, it shall first request from Provider any documentation necessary for Recipient to be able to conclude that such withholding is not required. If Provider does not provide such documentation, or Recipient reasonably believes such documentation is insufficient for it to conclude that such withholding is not required, then Recipient shall be entitled to deduct and withhold from any payment made pursuant to this Agreement such amounts as it may reasonably believe are required to be deducted and withheld with respect to the making of such payment under the Tax Act or the Code. To the extent that amounts are so withheld, (i) such withheld amounts shall be paid by Recipient to the relevant Tax Authority in accordance with applicable Law, (ii) Recipient shall provide to Provider the applicable form of the Tax Authority to support payment of such withholding tax for the benefit of Provider, and (iii) such withheld amounts shall be treated for all purposes of this

Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

3.7 **Taxes Other than GST**. Except as otherwise provided in Section 3.8:

(a) The consideration payable to Provider pursuant to this Agreement shall exclude any and all Taxes imposed on the sale of the Services, and any and all Taxes otherwise imposed on, sustained or incurred with respect to, or applicable to, the Services; provided, that Recipient shall bear any and all sales, use and other similar Taxes imposed on the sale of the Services. Provider shall properly and timely collect from Recipient and timely remit any such sales, use and other similar taxes in accordance with applicable Law.

(b) Provider shall cooperate with Recipient and take any action to the extent reasonably requested by Recipient in order to minimize any sales, use or other similar Taxes imposed on the sale of the Services, including providing sales and use Tax exemption certificates or other documentation necessary to support Tax exemptions. Provider agrees, at the sole expense of the Recipient, to provide Recipient such information and data as reasonably requested from time to time, and to reasonably cooperate with Recipient, in connection with (i) the reporting of any sales, use or other similar Taxes payable pursuant to this Agreement, (ii) any audit relating to any sales, use or other similar Taxes payable pursuant to this Agreement, or (iii) any assessment, refund, claim or proceeding relating to any such sales, use or other similar Taxes.

3.8 **GST**. In this Section 3.8, words or expressions have the same meaning as defined in Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15 ("ETA") and in similar provincial legislation, unless the context makes it clear that a different meaning is intended.

(a) All amounts payable under this Agreement are exclusive of applicable Taxes arising under the ETA ("GST"), unless it is clearly stated that they are intended to be GST inclusive. As such, and to the extent it is applicable, GST will be levied in addition to the amounts charged under this Agreement.

(b) If any payment made by a party to this Agreement is deemed by the ETA to include GST, the amount of such payment will be increased accordingly.

(c) Notwithstanding any other provision of this Agreement, the recipient of a taxable supply made under or in connection with this Agreement need not make a payment to which GST applies until the supplier has given the recipient sufficient supporting documentation to allow an input tax credit to be claimed in respect of the GST component of such payment.

ARTICLE 4
STANDARD OF SERVICE

4.1 **Standard of Service**. Subject to, and in accordance with, the provisions in Section 2.6 above, Provider shall perform the Services (i) consistent with the prudent practices of the

U.S. natural gas distribution industry, and (ii) with substantially the same degree and quality of care, skill and supervision as have been exercised by Provider and its Affiliates in providing the Services with respect to the SLG Business prior to the SPA Execution Date.

4.2 **Data**. Recipient acknowledges that certain Services to be provided by Provider may be dependent upon data to be provided by Recipient, which data Provider shall request from Recipient consistent with past practice prior to the SPA Execution Date.

ARTICLE 5
TERMINATION

5.1 **Term**. Unless the parties otherwise agree in writing, Provider's obligation to provide each Service set forth on Schedule A will (i) begin on the first day of the "Term" set forth opposite the description of that Service on Schedule A, and (ii) automatically terminate, with no further action by either party, on the last day of the "Term" set forth opposite the description of that Service on Schedule A. The term of this Agreement shall expire and terminate as a whole upon the earlier of (1) the date of termination of this Agreement under Sections 5.2(a) or 5.2(c), or (2) the day immediately after the first (1st) anniversary of the Effective Date.

5.2 **Early Termination**.

(a) This Agreement may be terminated at any time by mutual written agreement of the parties hereto.

(b) Recipient may terminate this Agreement with respect to all or any of the Services (or portion thereof) at any time on not less than 15 Business Days prior written notice to Provider.

(c) Provider may at any time terminate this Agreement by written notice to Recipient if Recipient shall fail to make an undisputed payment when due and owing under this Agreement, and such failure remains unremedied after ten (10) days following the date on which Provider provided Recipient with written notice of such failure.

5.3 **Effect of Termination**. Upon termination of this Agreement or Provider's obligation to provide some or all of the Services pursuant to Section 5.1 or 5.2, all rights and obligations of each party hereunder in respect of this Agreement or such Services, as applicable, shall cease as of the date of the termination except for the parties' rights and obligations under Articles 3, 5, 6 and 8, each which shall survive termination of this Agreement. Notwithstanding the foregoing, the termination of a Service or of this Agreement pursuant to any of the provisions hereof shall be without prejudice to any rights, or diminution of any obligation or liability of either party, that may have accrued prior to the effective date of such termination.

ARTICLE 6
WARRANTY, RELEASE AND INDEMNITY

6.1 **Disclaimer of Warranties**. Except as expressly herein provided, the Services are provided "as is", "where is" and "with all faults as to all matters" and Provider and its Affiliates expressly disclaim and negate any representation or warranty, express, implied, at common law, by statute or otherwise, relating to the Services.

6.2 **Release, Indemnity and Waiver**.

(a) Except as provided in Sections 6.2(c) and 8.9 below, Provider and its Affiliates shall have no liability to Recipient or any of its Affiliates, and Recipient hereby waives and releases any right to recover from Provider and its Affiliates, under or with respect to this Agreement, or in any way relating to the Services, including for loss or damages sustained, personal injury, economic loss or liabilities incurred of any kind whatsoever relating thereto, regardless of the sole, joint or concurrent negligence, strict liability, breach of contract or other fault or responsibility of Provider or any other Person or party.

(b) Recipient (on its own behalf and on behalf of any of its Affiliates) (the "Recipient Indemnifying Party") agrees to indemnify, defend and hold harmless Provider, its Affiliates and any of their respective directors, officers and employees (the "Provider Indemnified Parties") from any and all damages, claims (including any Third-Party Claim), losses, liabilities, penalties, fines, liens, judgments, costs and expenses whatsoever (including reasonable attorney's fees and costs) to the extent arising (1) from Recipient's breach of any of its covenants or indemnities under this Agreement, or (2) from, or in connection with, the provision of any Services, regardless of the sole, joint or concurrent negligence, strict liability, breach of contract or other fault or responsibility of Provider or any other Person or party, except, in the case of foregoing subpart (2), to the extent covered by Provider Indemnifying Party's indemnification obligations in Section 6.2(c) below.

(c) Provider (on its own behalf and on behalf of any of its Affiliates) (the "Provider Indemnifying Party") agrees to indemnify, defend and hold harmless Recipient, its Affiliates and any of their respective directors, officers and employees (the "Recipient Indemnified Parties") from any and all damages, claims (including any Third-Party Claim), losses, liabilities, penalties, fines, liens, judgments, costs and expenses whatsoever (including reasonable attorney's fees and costs) to the extent arising (1) from Provider's knowing or willful breach of any of its covenants or indemnities under this agreement other than under this Section 6.2(c) or in connection with the provision of any Services, or (2) from Provider's or any of its Affiliate's gross negligence or willful misconduct in the provision of any Services.

(d) With respect to any third party claim related to this Agreement or the Services (a "Third-Party Claim"), the Provider Indemnifying Party or the Recipient Indemnifying Party, as applicable (the "Indemnifying Party") shall defend, at its

sole expense, any claim, demand, loss, liability, damage, or other cause of action within the scope of the Indemnifying Party's indemnification obligations under this Agreement, provided that the Provider Indemnified Party or the Recipient Indemnified Party, as applicable (the "Indemnified Party"), notifies the Indemnifying Party promptly in writing of any claim, loss, liability, damage, or cause of action against the Indemnified Party and gives the Indemnifying Party authority, information, and assistance, at the reasonable expense of the Indemnified Party, in defense of the matter. With respect to any Third-Party Claim, the Indemnifying Party will have the right to direct the defense of any claim for which indemnification is sought hereunder; provided that the Indemnified Parties may hire counsel (at their own cost) to participate in such defense. With respect to any Third-Party Claim, no Indemnifying Party may enter into a settlement of any claim subject to this Section 6.2(d) unless the Indemnified Parties consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed) or such settlement involves the payment of money damages only and contains a full and complete release of the Indemnified Parties and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of the Indemnified Party. Should the parties both be named as defendants in any Third-Party Claim arising out of or relating to this Agreement, the parties will cooperate with each other in the joint defense of their common interests to the extent permitted by Law, and will enter into an agreement for joint defense of the action if the parties mutually agree that the execution of the same would be beneficial.

6.3 **Waiver of Punitive and Consequential Damages**. Notwithstanding anything to the contrary in this Agreement, in no event shall any party be liable under, or with respect to any matter related to, this Agreement for any exemplary, punitive, special, consequential, incidental or indirect damages, including lost profits or diminution of value or any loss of goodwill or possible business (to the extent such matters would not constitute direct damages), whether actual or prospective, except to the extent any such damages are included in any Third-Party Claim against an Indemnified Party for which such Indemnified Party is entitled to indemnification under this Article 6.

ARTICLE 7
FORCE MAJEURE

7.1 **Force Majeure.** If Provider is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, Provider shall give Recipient prompt written notice of the force majeure with reasonably full particulars. Following the delivery of such notice, the obligation of Provider to provide the Services, so far as it is affected by force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. Provider will use commercially reasonable efforts to remove the force majeure situation; provided, however, that Provider shall not be required to hire additional personnel or contract workers, or to settle strikes, lockouts, or other labor difficulty, and the handling of such difficulties shall be entirely within the discretion of Provider. The term "force majeure" as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade,

insurrection, public riot, epidemic, landslide, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, and any other cause, whether of the kind specifically enumerated above or otherwise, which is beyond the reasonable control of the party claiming suspension.

ARTICLE 8
MISCELLANEOUS

8.1 **No Agency**. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever, and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

8.2 **Confidentiality**. During the term of this Agreement and for two years thereafter, each of Recipient and Provider (including their respective employees, agents, representatives and Affiliates) shall (a) maintain in confidence all proprietary and confidential business information of the other party and any of its Affiliates to which it might become privy as a result of or pursuant to this Agreement, (b) not use any such information except to perform its obligations under this Agreement and (c) not disclose any such information to any of its employees, agents, representatives or Affiliates except to those who have a need to know such information in connection with the performance of such obligations and have been directed to keep such information confidential. No restrictions are placed upon a party hereto with respect to the use or disclosure of any such information that (i) is or becomes through no fault of other party available to the public, (ii) was legally acquired by the other party from an unaffiliated third party who had a right to convey the same without obligation of secrecy or (iii) is, in the other party's legal counsel's opinion, required to be disclosed by the other party by court order or other requirements of Laws, rules and regulations of any stock exchange to which the party or its Affiliates are subject, or any legal or regulatory proceeding.

8.3 **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder by a party hereto to the other party hereto shall be in writing, and shall be deemed to have been given (a) when delivered to addressee by hand, (b) when received by the addressee if sent by a nationally recognized overnight courier, or (c) when received by the addressee if sent by e-mail, in each case if received during normal business hours of such addressee on a Business Day, or on the next Business Day. Such communications must be sent to Provider and Recipient, respectively, at the following addresses (or at such other address) for such party as shall be specified for such purpose in a notice given in accordance with this Section 8.3):

If to Provider:

Enbridge Gas Distribution Inc.
c/o Enbridge Inc.
Suite 200, 425 – 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: **[Email Address TBD]**
Attn: **[Individual TBD]**

with a copy (which shall not constitute notice) to:

Enbridge Inc.
Suite 200, 425 - 1st Street S.W.
Calgary, Alberta, Canada T2P 3L8
E-mail: legalnotices@enbridge.com
Attn: Chief Legal Officer

If to Recipient:

Liberty Utilities Co.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: Gerald.tremblay@libertyutilities.com
Attn: Gerald Tremblay
Senior Vice President, Operations

with a copy (which shall not constitute notice) to:

Liberty Utilities Co.
354 Davis Road
Oakville, Ontario
Canada L6J 2X1
E-mail: Jennifer.tindale@libertyutilities.com
Attn: Ms. Jennifer Tindale
Chief Legal Officer

8.4 **Amendment; Waiver**. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Person signatory hereto or, in the case of a waiver, by the Person against whom the waiver is to be effective. No failure or delay by any Person in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.5 **Binding Effect; Assignment**. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither of the parties may assign any of its rights or delegate any of its obligations under this Agreement (for the avoidance of doubt, no merger or sale of securities of Provider or Recipient or any entity that directly or indirectly controls any of Provider or Recipient shall constitute an assignment hereunder) without the prior written consent of the other party and any attempted or purported assignment in violation of this Section 8.5 shall be null and void; provided, however, that Provider may subcontract the performance of any Service to a Third-Party Subcontractor to the extent consistent with the terms of Section 2.3(a).

8.6 **Third Party Beneficiaries**. Subject to the provisions of Article 6 and Section 8.5, this Agreement is solely for the benefit of (a) Provider and its successors and permitted assigns with respect to the obligations of Recipient under this Agreement and (b) Recipient and its successors and permitted assigns with respect to the obligations of Provider under this Agreement, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right.

8.7 **Entire Agreement**. This Agreement (including all Schedules) is the "Transition Service Agreement" referred to in the Securities Purchase Agreement and contains the entire agreement between Provider and Recipient with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

8.8 **Governing Law; Submission to Jurisdiction; Selection of Forum**.

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to the principles of conflicts of laws thereof (other than Section 5-1401 of the New York General Obligations Law).

(b) Except as otherwise set forth in this Agreement, each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement exclusively in the United States District Court for the Southern District of New York or any New York State court sitting in New York City (the "Chosen Courts"), and solely in connection with any such claim (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party, and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 8.3. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Each of the parties hereto agrees that a final judgment in any lawsuit, action or other proceeding arising out of or relating to this Agreement

brought in the Chosen Courts shall be conclusive and binding upon each of the parties hereto and may be enforced in any other courts the jurisdiction of which each of the parties hereto is or may be subject, by suit upon such judgment.

8.9 **Specific Performance**. Provider acknowledges that its obligations hereunder are unique and that remedies at law, including monetary damages, will be inadequate in the event that it should default in the performance of its obligations under this Agreement. Accordingly, in the case of a breach of any obligation of Provider to perform the Services, Recipient shall be entitled to equitable relief, without proof of damages, including in the form of an injunction or injunctions or orders for specific performance to prevent breaches of this Agreement and to order Provider to affirmatively carry out its obligation to perform the Services.

8.10 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Execution of this Agreement by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Agreement signed by all parties hereto shall be sufficient to bind all such parties.

8.11 **Severability**. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, this Transition Services Agreement has been duly executed by the duly authorized representative of each party set forth below as of the date first above written.

PROVIDER:

ENBRIDGE GAS DISTRIBUTION INC.

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

RECIPIENT:

LIBERTY UTILITIES CO.

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

Schedule A

<u>Services</u>

[NOTE: This Schedule to be completed by Enbridge and APUC between the SPA Execution Date and the Closing Date.]

No.:	Service Category:	Description of Services:	Term:	Compensation for Personnel:	Compensation for External Costs:
1.	[TBD]		Until [TBD]	Applicable Rate	Cost
2.	[TBD]		Until [TBD]	Applicable Rate	Cost
3.	[TBD]		Until [TBD]	Applicable Rate	Cost

Schedule B

Applicable Rates

[NOTE: This Schedule to be completed by Enbridge and APUC between the SPA Execution Date and the Closing Date.]

Level:	**Applicable Rate per hour:**
[TBD]	**[$__.__]**
[TBD]	**[$__.__]**
[TBD]	**[$__.__]**
[TBD]	**[$__.__]**

Schedule A

to

Securities Purchase Agreement

SECURITIES

435,000 shares of common stock of St. Lawrence Gas Company, Inc. (a New York corporation), which shares (i) constitutes 100% of the issued and outstanding capital stock of St. Lawrence Gas Company, Inc., and (ii) are owned by Enbridge Gas Distribution Inc. (an Ontario corporation).

Schedule B

to

Securities Purchase Agreement

AGREED WORKING CAPITAL PRINCIPLES

See attached.

Schedule B

Agreed Working Capital Principles

All values as of Dec 31, 2016 in this example. Calculations of Estimated Working Capital and Working Capital will use values as of the Closing Date.

USD$ ('000)	SLGCI Financial Statement Current Assets	SLG SMC Financial Statement Current Assets	SLG Comms Financial Statement Current Assets	Proforma Consolidated F/S Current Assets	Adjustment for Assets & Liabilities	SPA Current Assets
Current Assets	A	B	C	D=A+B+C	E	F=D+E
Cash	26	555	52	633		633
Note Receivable from Subsidiaries	1,532	-		1,532	(1,532)	-
Accounts Receivable - Trade	6,556	601		7,157		7,157
Gas Stored Underground	1,472			1,472		1,472
Materials & Supplies	-	114		114		114
Prepaid Expenses	-	1	-	1		1
Other Current Assets	743			743		743
Amounts due from Customers	-			-		-
Fair Value Swap	115			115		115
Regulatory Assets	2,775			2,775		2,775
Total Current Assets	13,219	1,270	52	14,542	(1,532)	**13,010**
			14,542	-		

USD$ ('000)	SLGCI Financial Statement Current Liabilities	SLG SMC Financial Statement Current Liabilities	SLG Comms Financial Statement Current Liabilities	Proforma Consolidated F/S Current Liabilities	Adjustment for Assets & Liabilities	SPA Current Liabilities
Current Liabilities	G	H	I	J=G+H+I	K	L=J+K
Cash Overdraft	138	-		138		138
Notes Payable	4,422	-		4,422	(4,422)	0
Notes Payable - Enbridge (U.S.) Inc.	25,000	-		25,000	(25,000)	0
Notes Payable - SLGCI	-	1,532		1,532	(1,532)	-
Accounts Payable	3,004	95		3,099		3,099
Amounds due to Customers	1,902	-		1,902		1,902
Customer Deposits	406	10		416		416
Accrued Liabilities	1,172	12		1,184		1,184
Accrued Taxes Other than Income Taxes	267	-	0	267	(267)	0
Regulatory Liabilities	1,252	-		1,252		1,252
Fair Value of Swap	-	-		-	-	-
Total Current Liab.	37,563	1,648	0	39,212	(31,221)	**7,991**
			39,212	-		

SPA Working Capital in US$ ('000)	**5,019**

Notes:

See Securities & Purchase Agreement, Section 1.1 Certain Definitions, "Current Assets"

Column A, Column B & Column C – Represents the financial statement current assets of St. Lawrence Gas Company, Inc., St. Lawrence Gas Co. Service & Merchandising Corp. and S.L.G. Communications Corp. per their respective audited financial statements and unaudited U.S. GAAP statements of financial position as at December 31, 2016.

Column D – Represents the proforma combined current assets of the SLG Companies, as at December 31, 2016, prior to any adjustments pursuant to the Agreed Working Capital Principles set forth herein.

Column E – Adjustment to exclude amounts related to (i) any Tax assets, (ii) any Indebtedness owed by any Non-SLG Affiliate to any SLG Company, (iii) any Non-OCB Intercompany Receivables, (iv) any assets owed to one SLG Company from another SLG Company, and (v) any assets under any pension plan, supplemental employee retirement plan or post-retirement benefit plan from the calculation of Working Capital per SPA, Section 1.1. Certain Definitions, "Current Assets".

Column F – Represents **Current Assets** per SPA for the purposes of calculating Working Capital per SPA

See Securities & Purchase Agreement, Section 1.1 Certain Definitions, "Current Liabilities"

Column G, Column H & Column I – Represents the financial statement current liabilities of the SLG Companies, per their respective audited financial statements and unaudited U.S. GAAP statements of financial position as at December 31, 2016, prior to any adjustments pursuant to the Agreed Working Capital Principles set forth herein.

Column J – Represents the proforma combined current liabilities of the SLG Companies, as at December 31, 2016, prior to any adjustments pursuant to the Agreed Working Capital Principles set forth herein.

Column K – Adjustment to exclude amounts related to (i) any Tax liabilities, (ii) any Indebtedness owed by any SLG Company to any Non-SLG Affiliate, (iii) any Non-OCB Intercompany Payables, (iv) any liabilities owed by one SLG Company to another SLG Company, (v) the current portion of any Third-Party Indebtedness, (vi) any liabilities in respect of SLG RSU Awards, and (vii) any liabilities under any pension plan, supplemental employee retirement plan or post-retirement benefit plan from the calculation of Working Capital per SPA, Section 1.1 Certain Definitions, "Current Liabilities".

Column L – Represents **Current Liabilities** per SPA for the purposes of calculating Working Capital per SPA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, "WORKING CAPITAL" IN THE AGREEMENT SHALL BE CALCULATED CONSISTENT WITH THE FOLLOWING PRINCIPLES:

Working capital is to include only those specific current items:

1.) Which are in the normal course of the business; provided that Seller has the right to transfer to Seller prior to the Closing all current assets which are not established in the normal course of business without any adjustment to Purchase Price;

2.) Which can reasonably be expected to cycle through cash within a 90 day period; provided that Seller has the right to transfer to Seller prior to the Closing all current assets which cannot reasonably be expected to circle through cash within 90 days period; and

3.) Which are the not the subject of dispute.