

**FOURTH AMENDMENT TO
ENHANCEMENT BY COMPRESSION PROJECT
PRECEDENT AGREEMENT
TO CONTRACT FOR FIRM TRANSPORTATION SERVICE**

This Fourth Amendment to the Enhancement by Compression Project Precedent Agreement to Contract for Firm Transportation Service (this "Fourth Amendment") is entered into as of March 21, 2024 by and between IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership ("Transporter"), and KEYSpan GAS EAST CORPORATION d/b/a NATIONAL GRID, a New York corporation ("Shipper"). Except as otherwise specified herein, all capitalized terms used in this Fourth Amendment shall have the meaning specified in that certain Enhancement by Compression Project Precedent Agreement to Contract for Firm Transportation Service entered into by and between Transporter and Shipper and effective as of July 9, 2019 as amended ("Agreement").

WITNESSETH:

WHEREAS, Transporter and Shipper are Parties to the Agreement; and

WHEREAS, pursuant to Section 5.1.3 and Section 5.2.3 of Article V of the Agreement, Transporter and Shipper each have a termination right if all Other Governmental Authorizations required for Transporter to start construction and to operate the Project Facilities are not received by Transporter by the date which is [REDACTED] after the date Transporter files the FERC Certificate Application; and

WHEREAS, Transporter filed its FERC Certificate Application on February 3, 2020, however, as of the effective date of this Fourth Amendment, Transporter has not received all Other Governmental Authorizations; and

WHEREAS, the Parties have agreed to extend the dates set forth in Sections 5.1.3 and 5.2.3 of Article V by the terms and conditions stated in this Fourth Amendment; and

WHEREAS, the Parties acknowledge that, due to delays in receiving Other Governmental Authorizations, the costs for Transporter to complete the Project likely have increased since the Execution Date of the Precedent Agreement and the Parties acknowledge that said anticipated cost increases will be addressed in a future amendment.

NOW, THEREFORE, in consideration of the mutual agreements and representations and warranties contained herein, the adequacy of which is hereby acknowledged by the Parties, Transporter and Shipper agree as follows:

1. **Termination Rights.** Article V, Section 5.1.3 shall be deleted in its entirety and replaced with the following:

5.1.3 Other Governmental Authorizations. Transporter may terminate this Agreement if: (a) all Other Governmental Authorizations required for Transporter to start construction and operate the Project Facilities are not received by Transporter by the date which is [REDACTED] from the date Transporter files the FERC Certificate Application; or (b) in Transporter's sole discretion, any of the Other Governmental Authorizations referenced herein is denied or differs materially and adversely to Transporter in form and substance from the Other Governmental Authorizations requested by Transporter.

2. **Termination Rights.** Article V, Section 5.2.3 shall be deleted in its entirety and replaced with the following:

5.2.3 Other Governmental Authorizations. Shipper may terminate this Agreement if: (a) all Other Governmental Authorizations required for Transporter to start construction and operate the Project Facilities are not received by Transporter by the date which is [REDACTED] from the date Transporter files the FERC Certificate Application; or (b) in Shipper's sole discretion, any of the Other Governmental Authorizations referenced herein is denied or differs materially and adversely to Shipper in form and substance from the Other Governmental Authorizations requested by Transporter.

3. **Effective Date of Fourth Amendment.** This Fourth Amendment shall be effective as of the date first above written.

4. **No Other Changes.** Except as specifically amended herein, the Agreement shall remain unchanged and in full force and effect pursuant to its terms, and is hereby ratified, reaffirmed, and confirmed by the Parties. This Fourth Amendment along with the Agreement shall be read and construed together as a single document, and all references in the Agreement or any related agreement or instrument to the Agreement shall hereafter refer to the Agreement as amended by this Fourth Amendment.


5. **Governing Law.** This Fourth Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws (other than Section 5-140I of the General Obligations Law of the State of New York) except as to any matters subject to federal law and the exclusive jurisdiction of the FERC.

6. **Counterparts.** This Fourth Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Fourth Amendment to be executed by its duly authorized representative as of the date first above written.

IROQUOIS GAS TRANSMISSION SYSTEM, L.P
By Its Agent
IROQUOIS PIPELINE OPERATING COMPANY

By: Jeffrey Bruner
Name: Jeffrey A. Bruner
Title: President

By: Scott Rupff 
Name: Scott E. Rupff
Title: Vice President, Marketing, Development and Commercial Operations

KEYSPAN GAS EAST CORPORATION
By: James Holodak
Name: James Holodak
Title: Vice President, Energy Procurement