

November 29, 2015

AltaGas Power Holdings (U.S.) Inc.  
1411 Third Street, Suite A  
Port Huron, MI 48060  
Attn: President  
Facsimile No.: [REDACTED]  
Email [REDACTED]

Reference is made to that certain Purchase and Sale Agreement, dated as of September 21, 2015 (the "**Purchase Agreement**"), by and among AltaGas Power Holdings (U.S.) Inc., a Delaware corporation (the "**Buyer**"), the sellers party thereto, Highstar Capital GP IV, L.P., a Cayman Islands exempted limited partnership, in its capacity as the Sellers' Representative thereunder, solely for purposes of Section 6.23 thereof, AltaGas Ltd., a Canadian corporation, and solely for purposes of Sections 6.8(b) and 6.24 and Article IX thereof, Highstar IV SWG Holdings LLC, a Delaware limited liability company. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

Pursuant to the Purchase Agreement, including Section 6.2(a) thereof, the Buyer hereby consents to GWF Energy entering into those certain amended and restated limited liability company agreements for each of Main Blocker, Prism Blocker and GWF CIV Blocker, materially in the forms attached hereto as Exhibits A, B and C, respectively. The Buyer acknowledges and agrees that entry into such Contracts shall not be a breach of any obligation of the Parties under the Purchase Agreement.

The Buyer hereby acknowledges and agrees that for purposes of the Estimated Adjustment Statement, the calculation of the Payoff Amount shall be made without consideration of the Indebtedness of the GWF Companies and the GWF Subsidiaries with respect to the Swap Agreements (including the Swap Breakage Amount).

Additionally, the Buyer and the Sellers' Representative, on behalf of the Sellers, hereby agree that the Purchase Agreement is hereby amended as follows:

(a) Section 2.1(a) and (b) of the Purchase Agreement are hereby replaced in their entirety by the below:

(a) at the Closing the Direct Sellers will sell, transfer and deliver to the Buyer, and the Buyer will purchase from the Direct Sellers, all of the GWF Holdings Securities held by the Direct Sellers at the Closing for an aggregate purchase price (the "**Direct Sellers Purchase Price**") equal to (i) \$ [REDACTED] (the "**Direct Sellers Base Purchase Price**"), plus (ii) the Direct Sellers Closing Working Capital Adjustment Amount, minus (iii) the Direct Sellers Closing Indebtedness Amount;

(b) at the Closing the Blocker Sellers will sell, transfer and deliver to the Buyer, and the Buyer will purchase from the Blocker Sellers all of the Blocker Securities held by the Blocker Sellers at the Closing, for an aggregate purchase price (the

“**Blocker Sellers Purchase Price**”) equal to (i) [REDACTED] (the “**Blocker Sellers Base Purchase Price**”), plus (ii) the Blocker Sellers Closing Working Capital Adjustment Amount, minus (iii) the Blocker Sellers Closing Indebtedness Amount; and

(b) the definition of “**Direct Sellers Ownership Interest**” in the Purchase Agreement is hereby replaced in its entirety by the below:

“**Direct Sellers Ownership Interest**” means [REDACTED] .

(c) Section 2.4(a) of the Purchase Agreement is hereby replaced in its entirety by the below:

(a) Prior to the Closing Date, the Sellers’ Representative, on behalf of the Sellers, shall deliver to the Buyer a statement (the “**Estimated Adjustment Statement**”) setting forth (i) the Sellers’ good faith estimate of: (A) the Closing Working Capital (such estimate, the “**Estimated Closing Working Capital**”); (B) the Closing Indebtedness Amount (the “**Estimated Indebtedness Amount**”); (C) the aggregate amount payable to the Direct Sellers pursuant to Section 2.3(a)(i) (the “**Direct Sellers’ Aggregate Payment Amount**”); (D) the aggregate amount payable to the Blocker Sellers pursuant to Section 2.3(a)(ii) (the “**Blocker Sellers’ Aggregate Payment Amount**”); and (E) the Payoff Amount (and which portion of the Direct Sellers Payoff Amount and the Blocker Sellers Payoff Amount, respectively, is being paid on behalf of each Direct Seller and each Blocker Seller (or Affiliates of such Persons), respectively). The Estimated Adjustment Statement shall include wire transfer instructions for the payment of the Direct Sellers’ Aggregate Payment Amount, the Blocker Sellers’ Aggregate Payment Amount, and the Payoff Amount. The Estimated Closing Working Capital, the Estimated Indebtedness Amount, the Direct Sellers’ Aggregate Payment Amount and the Blocker Sellers’ Aggregate Payment Amount (as contained in the Estimated Adjustment Statement delivered by the Sellers’ Representative to the Buyer) shall be binding on the Parties for the purposes of determining the payments to be made pursuant to Section 2.3(a) and Section 2.4(f), and the Buyer shall be entitled to rely on Sellers’ Representative’s calculation of such amounts in making its payments pursuant to Section 2.3(a). Prior to the Closing, the Sellers’ Representative shall deliver to the Buyer a statement (the “**Swap Breakage Statement**”) setting forth the Swap Breakage Amount calculated in accordance with the Swap Agreements, instructions for the payment of such amount and reasonable documentation supporting the calculation of such amount as provided by Union Bank, N.A.

(d) the following definitions shall be added to Appendix A:

“**Direct Sellers’ Aggregate Payment Amount**” has the meaning set forth in Section 2.4(a).

“**Blocker Sellers’ Aggregate Payment Amount**” has the meaning set forth in Section 2.4(a).

[remainder of page intentionally left blank]

This letter agreement may be executed in one or more counterparts for the convenience of the parties hereto, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

Yours very truly,

**SELLERS' REPRESENTATIVE, on behalf of the  
Sellers:**

HIGHSTAR CAPITAL GP IV, L.P.


By: 

By: \_\_\_\_\_

Name: 

Title: 

By: \_\_\_\_\_

Name: 

Title: 

Accepted and Acknowledged:

ALTAGAS POWER HOLDINGS (U.S) INC.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**Limited Liability Company Agreement - Main Blocker**

(See attached.)

**EXHIBIT B**

**Limited Liability Company Agreement - Prism Blocker**

(See attached.)

**EXHIBIT C**

**Limited Liability Company Agreement - GWF CIV Blocker**

(See attached.)

