

STATE OF INDIANA  
LAKE COUNTY  
RECORDED FOR RECORD

**AMENDMENT TO MORTGAGE  
SECURITY AGREEMENT AND FIXTURE FILING**

2002 MAY 15 AM 10:33

2002 045497

THOMAS W. CARTER

THIS AMENDMENT TO MORTGAGE, SECURITY AND FIXTURE FILING ("Mortgage Amendment") is made and entered into as of April 12<sup>th</sup>, 2002, by and between ENBRIDGE ENERGY, LIMITED PARTNERSHIP, formerly known as Lakehead Pipe Line Company Limited Partnership, and ENBRIDGE ENERGY COMPANY, INC., formerly known as Lakehead Pipe Line Company, Inc., ("Mortgagors") and WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION (successor by merger to Norwest Bank Minnesota, National Association), as Trustee under a Trust Agreement, having its principal office at Sixth and Marquette Minneapolis, Minnesota 55479-0069 ("Mortgagee").

**WITNESSETH**

WHEREAS the following facts are true:

- A. Mortgagors executed a certain Mortgage, Security Agreement and Fixture Filing dated as of December 12, 1991 (the "Mortgage") and recorded in counterparts in the Offices of the Recorders of Lake, LaPorte, Porter and St. Joseph Counties, Indiana as indicated on Exhibit A attached hereto and made a part hereof.
- B. Pursuant to Section 33 of the Mortgage, Mortgagors and Mortgagee desire to amend the Mortgage, to reflect that it shall no longer secure certain indebtedness described therein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgage is hereby supplemented and amended as follows:

1. The second paragraph of the Mortgage is hereby amended to delete clause (b) thereof in its entirety, and to delete the phrase "the Parity Debt Agreements, if any, and the Parity Debt, if any," wherever those phrases appear.
2. Section 1 of the Mortgage, "Definitions," is hereby amended to delete (I) the definitions of "Parity Debt," "Parity Debt Agreements," "Parity Lenders," and "Revolving Credit Facility," (II) any references in other defined terms to such deleted definitions, therefrom and (III) without limiting the generality of the foregoing clause (II), the phrase "and Parity Debt" from clause (c) of the definition of "Security Documents" contained therein.
3. Section 2 of the Mortgage, "Payment of Notes," is hereby amended to delete clause (b) therefrom, and to delete the phrase "the Parity Debt Agreements and Parity Debt" wherever those phrases appear.
4. Section 19(b) of the Mortgage, "Events of Defaults," is hereby deleted.

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5. Section 31, "Future Advances," is hereby deleted.
6. Without limiting the foregoing, and notwithstanding anything in the Mortgage to the contrary, all other references in, or provisions of, the Mortgage with respect to, or for the benefit of, the Parity Debt, the Parity Debt Agreements, the Parity Lenders and the Revolving Credit Facility are hereby deleted from the Mortgage; the Mortgage shall in no event secure or otherwise be affected by or affect the Parity Debt, the Parity Debt Agreements, the Parity Lenders and the Revolving Credit Facility or any modification, renewal, extension or replacement thereof, or grant to any holders of any such indebtedness any rights in, to or under the Mortgage or any of the Mortgaged Property (as that term is defined in the Mortgage); Mortgagors shall have no further obligations to the Parity Lenders or Mortgagee with respect to the Parity Debt, the Parity Debt Agreements, the Parity Lenders and the Revolving Credit Facility; and the Parity Lenders shall have no rights under or with respect to the Mortgage.
7. No reference to this Mortgage Amendment need be made in any instrument or document at any time referring to the Mortgage, any reference in any such instrument or document to be deemed a reference to the Mortgage as amended hereby.
8. The Mortgagee represents and warrants that it has complete authority under the Trust Agreement and under any other instrument executed in connection with the Mortgage to execute and deliver this Mortgage Amendment for itself and on behalf of the holders of any Parity Debt, including without limitation the Parity Lenders, or any indebtedness under the Parity Debt Agreement and the Revolving Credit Facility or any modification, renewal, extension or replacement thereof.
9. This Mortgage Amendment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one instrument.

(Signatures on following pages)

IN WITNESS WHEREOF, this Mortgage Amendment has been executed as of the date set forth above.


ENBRIDGE ENERGY, LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: ENBRIDGE ENERGY COMPANY, INC., its  
general partner

By:   
Chris Kaitson  
Corporate Secretary

\_\_\_\_\_  
(printed name and title)

ENBRIDGE ENERGY COMPANY, INC., a  
Delaware corporation

By:   
Chris Kaitson  
Corporate Secretary

\_\_\_\_\_  
(printed name and title)

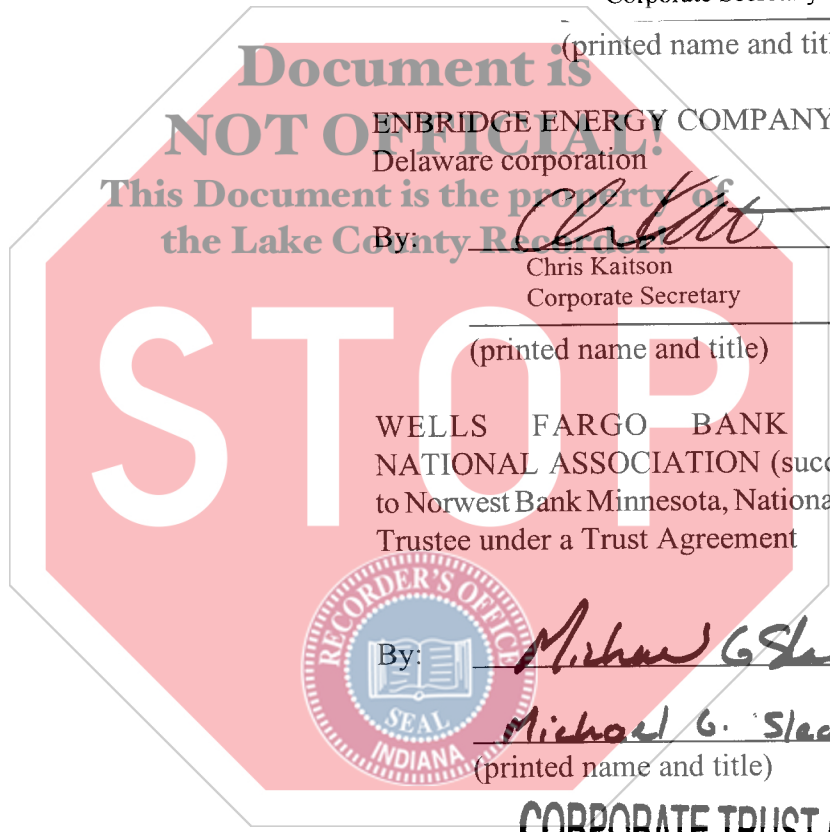
WELLS FARGO BANK MINNESOTA,  
NATIONAL ASSOCIATION (successor by merger  
to Norwest Bank Minnesota, National Association), as  
Trustee under a Trust Agreement



By: 

Michael G. Slade  
\_\_\_\_\_  
(printed name and title)

**CORPORATE TRUST OFFICER**



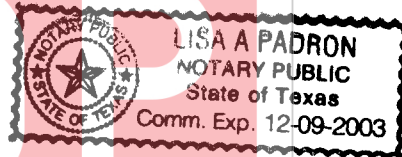
STATE OF TEXAS )  
 ) SS:  
COUNTY OF HARRIS )

Before me, a Notary Public in and for said County and State, personally appeared Chris Kaitson, the Corporate Secretary of Enbridge Energy Company, Inc., the general partner of Enbridge Energy, Limited Partnership, a Delaware limited partnership, who acknowledged the execution of the foregoing instrument for and on behalf of said entity and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this 29<sup>th</sup> day of April, 2002.

My Commission Expires: 12-09-2003  
Notary Public Residing in Harris County, Texas  
Lisa A. Padron  
(Printed Signature)

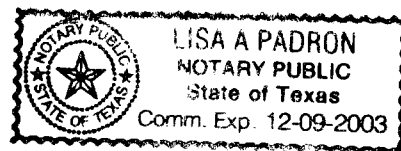
STATE OF TEXAS )  
 ) SS:  
COUNTY OF HARRIS )



Before me, a Notary Public in and for said County and State, personally appeared Chris Kaitson, the Corporate Secretary of Enbridge Energy Company, Inc., a Delaware corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said entity and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this 29<sup>th</sup> day of April, 2002.

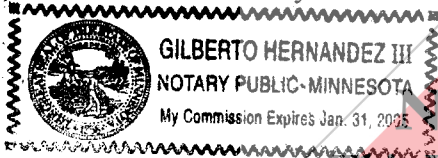
My Commission Expires: 12-09-2003  
Notary Public Residing in Harris County, Texas  
Lisa A. Padron  
(Printed Signature)



STATE OF MINNESOTA )  
 )  
 ) SS:  
COUNTY OF HENNEPIN )

Before me, a Notary Public in and for said County and State, personally appeared Michael G Slade, the Corporate Trust Officer of Wells Fargo Bank Minnesota, National Association (successor by merger to Norwest Bank Minnesota, National Association), as Trustee under a Trust Agreement, who acknowledged the execution of the foregoing instrument for and on behalf of said entity and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this 1 day of ~~April~~<sup>May</sup>, 2002.



My Commission Expires:

1-31-2005

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

[Signature]  
Notary Public Residing in Hennepin County, Minnesota  
Gil Hernandez

(Printed Signature)



This instrument prepared by David R. Warshauer, Attorney at Law,  
Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.



Exhibit A

Lake County, Indiana: Recorded December 19, 1991, as Instrument No. 91064624  
LaPorte County, Indiana: Recorded December 18, 1991, as Instrument No. 91-16904  
Porter County, Indiana: Recorded December 18, 1991, as Instrument No. 91-23274  
St. Joseph County, Indiana: Recorded December 18, 1991, as Instrument No. 91-36335

