Algonquin Gas Transmission, LLC
5400 Westheimer Court
Houston, Texas 77056

713.627.5400 main

Mailing Address:
P.O. Box 1642
Houston, TX 77251-1642

February 11, 2021

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: *Algonquin Gas Transmission, LLC*, Docket No. RP21-___-000
Atlantic Bridge Project, Docket No. CP16-9-000
Negotiated Rate Agreement

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act[1] and Section 154.203 of the regulations of the Federal Energy Regulatory Commission ("Commission") promulgated thereunder,[2] and in compliance with Paragraph 45 of the Order Issuing Certificate issued on January 25, 2017 by the Commission in Docket No. CP16-9-000,[3] Algonquin Gas Transmission, LLC ("Algonquin") hereby submits for filing as part of its FERC Gas Tariff, Statements of Negotiated Rates ("Statements of Negotiated Rates"), the tariff record listed in Appendix A to be effective on February 12, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

The Certificate Order authorized Algonquin to construct, own, operate and maintain the Atlantic Bridge Project ("Project"), to enable Algonquin to provide an additional 132,705 dekatherms per day of firm transportation service from Algonquin's existing receipt points at Mahwah, New Jersey, and Ramapo, New York, to various new and existing delivery points on Algonquin's pipeline system.

Algonquin is filing herewith for Commission approval a tariff record containing the Statement of Negotiated Rates for Contract No. 510939. Algonquin is making this filing pursuant to Section 46 of the General Terms and Conditions of its Tariff in order to reflect the negotiated rate transaction that it has entered into with Northern Utilities, Inc. d/b/a Unitil ("Northern Utilities") for firm transportation service under Rate Schedule AFT-1. The tariff record filed herein (see Appendix A) identifies and describes the negotiated rate transaction, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract term, and the contract quantities, and footnotes where necessary to provide further details of the negotiated rate transaction reflected therein.

---

[1] 15 U.S.C. § 717c (2018).

[2] 18 C.F.R. § 154.203 (2020).

[3] *Algonquin Gas Transmission, LLC*, 158 FERC ¶ 61,061 (2017) ("Certificate Order").

Algonquin has executed a one-page letter agreement with Northern Utilities, attached hereto as Appendix B, which has the sole purpose of indicating the parties' agreement to the negotiated rate provisions on the *pro forma* Statement of Negotiated Rates attached to the letter agreement. The substantive provisions of the *pro forma* Statement of Negotiated Rates attached to the letter agreement are identical to the provisions in the negotiated rate agreement with Northern Utilities in all respects.

PROPOSED EFFECTIVE DATE

Algonquin proposes an effective date of February 12, 2021, for the tariff record filed herein. Algonquin respectfully requests a waiver of the notice requirement contained in Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207, a waiver of the notice requirement contained in Paragraph 45 of the Certificate Order, and any other waivers that may be required for the Commission to accept the tariff record filed herein to become effective as proposed.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Algonquin files this motion to place the revised tariff record filed herein into effect at the expiration of any suspension period set by the Commission, provided that the tariff changes are approved as filed and without condition. In the event the tariff record filed herewith is not approved as filed and without condition, Algonquin reserves the right to file a motion at a later date to place such tariff record into effect.

COMPLIANCE WITH REGULATIONS

In compliance with Section 154.4(c) of the Commission's regulations, 18 C.F.R. § 154.4(c), all contents of this filing are being submitted as part of an XML filing package in conformance with the Secretary of the Commission's instructions.

In compliance with Section 154.201(a) of the Commission's regulations, 18 C.F.R. § 154.201(a), a marked version of the proposed tariff record showing additions to and deletions from the currently effective tariff record is attached.

Copies of this filing are being posted in accordance with Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207. In accordance with Section 154.208 of the Commission's regulations, 18 C.F.R. § 154.208, copies of this filing are being served electronically on Algonquin's customers and interested state commissions. A paper copy of this filing may only be served if a customer or state commission has been granted a waiver of electronic service pursuant to Part 390 of the Commission's regulations, 18 C.F.R. Pt. 390.

CORRESPONDENCE AND COMMUNICATION

All correspondence and communications regarding this filing should be addressed to the following:

* Christopher Harvey, Director, Regulatory
Algonquin Gas Transmission, LLC
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-5113
Email: Christopher.Harvey@enbridge.com

and

* Jennifer Rinker, Associate General Counsel, Northeast
& FERC Chief Compliance Officer
Algonquin Gas Transmission, LLC
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-5221
Email: Jennifer.Rinker@enbridge.com

* Parties to be designated on the Commission's Official Service List.

Please contact the undersigned at (713) 627-5113 with any questions regarding this filing.

Respectfully submitted,

/s/ Christopher Harvey

Christopher Harvey, Director
Regulatory

Enclosures

ALGONQUIN GAS TRANSMISSION, LLC

STATEMENTS OF NEGOTIATED RATES

APPENDIX A

Version	**Section *(Description & Title)***	
0.0.0	36.	Northern Utilities - contract 510939

STATEMENT OF NEGOTIATED RATES 1/2/3/4/5/9/

Customer Name: Northern Utilities, Inc. d/b/a Unitil

Service Agreement: 510939

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Precedent Agreement between Pipeline and Customer) of Contract No. 510939 and continues for the Primary Term (as such term is defined in the Precedent Agreement and Contract No. 510939. In the event Customer exercises its one-time option to extend the Primary Term of Contract No. 510939 for up to 100% of the MDTQ, then (a) Pipeline and Customer will amend the Negotiated Rate to reflect the extension of the term of the Negotiated Rate for an additional (i) five (5) years at a new negotiated reservation rate equal to $45.124 per Dth per month or (ii) ten (10) years at a new negotiated reservation rate equal to $43.375 per Dth per month for the elected volume, or (b) if Customer elects to extend the Primary Term of Contract No. 510939 at the then-effective maximum recourse reservation rate, then the term of the Negotiated Rate will expire at the end of the Primary Term. 10/11/

Rate Schedule: AFT-1 [Atlantic Bridge Project]

MDTQ: 7,599 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of $54.917 per Dth, per month of Customer's MDTQ under Contract No. 510939 during the Primary Term thereof. 3/6/8/

Commodity Charge and Other Charges: 7/

Primary Receipt Point: 4/

Mahwah (Meter No. 00201) – 7,599 Dth/d
Ramapo (Meter No. 00214) – 7,599 Dth/d

Primary Delivery Point: 4/

Beverly (Meter No. 01215) – 7,599 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 [Atlantic Bridge Project] at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under Contract No. 510939, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Point designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1 (Atlantic Bridge).

3/ Pipeline and Customer acknowledge that the Exhibit K included with the certificate application for the Project filed by Pipeline with the Federal Energy Regulatory Commission ("Commission") estimated that the capital costs attributable to the Project facilities would be $449,791,440 ("Estimated Capital Cost").

The Reservation Rate was adjusted to reflect the difference between the Estimated Capital Cost and the amount of capital costs attributable to the Project facilities as of September 1, 2018. The Reservation Rate will be adjusted, pursuant to the provisions of this footnote 3, to the extent the final capital cost ("Final Capital Cost") as set forth in Pipeline's post-construction cost report filed with the Commission pursuant to Part 157.20(c)(3) of Title 18 of the Code of Federal Regulations, exceeds the Estimated Capital Cost by less than 15%. No later than 30 days after filing the post-construction cost report, Pipeline will file with the Commission any adjustment to Customer's then-effective Reservation Rate and term-extension rates. The adjusted Reservation Rate will be equal to $47.754 multiplied by the ratio of the Final Capital Cost to the Estimated Capital Cost ("Adjustment Ratio") and the adjusted term extension rates will be equal to $39.238 and $37.717, respectively, multiplied by the Adjustment Ratio. In the event that the Reservation Rate is adjusted pursuant to this footnote 3, Pipeline will refund Customer an amount (including interest at the Commission's approved interest rate pursuant to 18 C.F.R. §154.501) equal to the difference between such rates for the time period that Customer paid the higher rate.

4/ Customer may at any time during the Primary Term of the Service Agreement request a change from its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is part of the incremental capacity and transportation path constructed for the Project, subject to the availability of capacity and consistent with Pipeline's FERC Gas Tariff, including the provisions regarding allocation of capacity and amendments to existing service. If Customer's request satisfies the requirements in the foregoing sentence, Pipeline will accept such request and promptly process the necessary amendments to the Service Agreement to provide for the applicability of the negotiated rate under this statement of negotiated rates to transportation service using the designated points. If Customer seeks to change its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is not part of the incremental capacity and transportation path constructed for the Project, then Customer shall, prior to requesting such point change electronically, request a meeting with Pipeline regarding such proposed change and

Pipeline shall promptly evaluate such request and meet with Customer to respond to such request.

5/ Pipeline and Customer agree that Contract No. 510939 is a ROFR Agreement.

6/ Prior to filing this statement of negotiated rates to reflect the Final Capital Cost, if applicable, the negotiated Reservation Rate and the term extension rates stated above will be replaced with the adjusted Reservation Rate and adjusted term extension rates, which are the applicable rates updated to reflect the cost sharing rate adjustment set forth in footnote 3.

7/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

8/ **Most Favored Nations (MFN)**

(a) MFN Related to Service on the Project and Future Expansions–In the event Pipeline enters into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, (i) prior to the in-service date of the Project for service on the Project or (ii) for a period within ten years following the in-service date of the Project for incremental expansion service under any future project, with any customer who is similarly situated to Customer, and such customer's reservation rate is less than Customer's Reservation Rate, Pipeline will promptly offer Customer the same reservation rate as such other customer, or an agreed rate as set forth in subpart (b)(iii), provided that, in the case of subpart (a)(ii) for incremental expansion service under any future project, all the requirements of subpart (b) are met. If Customer is willing to accept such reservation rate, Customer must do so under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate related provisions applicable to such other customer, and as further described in subparts (c) and (d) below. For purposes of this footnote 8, Customer will be considered "similarly situated" to another Project customer or Qualifying Incremental Project Customer (as such latter term is defined in subpart (b)(ii) below) if Customer meets the criteria in subparts (a) and/or (b), as applicable, and in either case, if Customer is receiving firm transportation service under a service agreement (and rate agreement, if applicable) under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate/rate related provisions as such Project customer or Qualifying Incremental Project Customer ("Similarly Situated Customer").

(b) Interrelationship to Future Expansions

(i) Determination of Indicative Rate - Except as otherwise provided herein, in the event Pipeline enters into a long-term firm transportation service agreement (i.e., one year or longer) under Rate Schedule AFT-1, or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline, for service on an incremental expansion project of comparable scope with any Similarly Situated Customer all of whose Primary Receipt Point(s) are located at or upstream of the Mahwah Interconnect and all of whose Primary Delivery Point(s) are located at or downstream of the HubLine Interconnection (i.e., the point on Algonquin's I-9 line between Fore River 803 and Potter 081 near the town of Weymouth that Algonquin identifies as interconnection of its mainline and the HubLine facilities) under the Service Agreement, Pipeline shall undertake a good faith review to determine whether an incremental cost of service rate for such qualifying incremental expansion project ("Indicative Expansion Rate") would be lower than the recourse rate(s) calculated for the Project and, if that rate is lower, reduce Customer's Reservation Rate in accordance with, and subject to, the conditions in this footnote 8.

(ii) Interrelationship of Project to Future Expansions - Specifically, Pipeline will compute the Indicative Expansion Rate based on the projected cost of service for the qualifying incremental expansion project, using a comparable pricing methodology and rate conditions. In the event that the Indicative Expansion Rate is lower than the recourse rate(s) for the Project, Pipeline may propose (the "Rate Proposal"), at Pipeline's option, as part of its FERC certificate application for the qualifying incremental expansion project, that the recourse rate(s) for the Project apply to service on such qualifying incremental expansion project; provided that, if such Indicative Expansion Rate is also lower than the recourse rate for an incremental expansion project constructed prior to this Project in which prior project Pipeline agreed with the project shippers to a similar MFN ("Prior Project"), then the recourse rate proposed as part of any Rate Proposal to apply to service on such qualifying incremental expansion project would be the recourse rate(s) from such Prior Project and not the recourse rate(s) for this Project. If Pipeline elects to propose the Rate Proposal, Pipeline will proceed with due diligence to obtain FERC approval for the Rate Proposal. If (A) the Commission approves this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, or if (B) Pipeline elects to not propose the Rate Proposal in the FERC certificate application for the qualifying incremental expansion project, then Pipeline will compare Customer's Reservation Rate to any negotiated, recourse or discounted rates offered to customers of such qualifying incremental expansion project whose Primary Receipt Point(s) and Primary Delivery Point(s) meet the qualifications set forth in subpart (b)(i) ("Qualifying Incremental Project Customer"); provided that if the approved Rate Proposal in (A) above is the recourse rate(s) from a Prior Project and if offering Customer a reduction to Customer's Reservation Rate to equal the negotiated, recourse or discounted rate(s) offered to a Qualifying Incremental Project Customer would result in such qualifying incremental expansion project or the Project being uneconomic to Pipeline, then, in lieu of such negotiated, recourse or discounted rate(s), Pipeline will in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate provided that Pipeline is able to preserve an economic position acceptable to Pipeline.

(iii) Eligibility for Adjusted Reservation Rate – If (A) the Commission approves the Rate Proposal for a qualifying incremental expansion project but no Qualifying Incremental Project Customer will pay a negotiated, recourse or discounted reservation rate that is lower than Customer's Reservation Rate, or (B) Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, and such decision is not reversed as a result of a request for rehearing of such order, or court appeal (if applicable), as set forth in subpart (b)(iv), Pipeline will, promptly following such final Commission order or appeal, if applicable, under (A) or (B) above, in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate with the intended purposes of preserving an economic position acceptable to Pipeline and providing Customer a reservation rate reduction based upon the economic value of the Project facilities constructed for the qualifying incremental expansion project. If there are any disagreements arising from Pipeline's proposal, or lack thereof, Pipeline and Customer will meet, including senior management representatives, to discuss the matter, and each party agrees for a thirty (30) day period to discuss in good faith any positions advanced by the other party consistent with the foregoing. If Pipeline and Customer reach agreement regarding a reservation rate reduction pursuant to this subpart (b)(iii), Customer will no longer be eligible for any further rate reduction pursuant to this footnote 8 as a result of the FERC rehearing or appellate proceedings, described in subpart(b)(iv) below, related to the Rate Proposal for such qualifying incremental expansion project.

(iv) Review- If Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, then Pipeline will request rehearing of such order to challenge the determination on the Rate Proposal, and Pipeline will in good faith consider a court appeal, if appropriate, if such request for rehearing is denied; provided that if Pipeline is unable through such rehearing request, or court appeal (if applicable), to obtain a ruling authorizing the Rate Proposal, Customer will not be entitled to an adjustment to its Reservation Rate except as otherwise agreed pursuant to this subpart (b)(iii). If Pipeline elects not to file a court appeal, but Customer files an appeal, Pipeline will in good faith support Customer, if appropriate in Pipeline's reasonable judgment.

(c) Duration and Implementation of Revised Reservation Rate

(i) Any revision to the Reservation Rate due to subpart (a) of this footnote 8 will be applicable for a period of time beginning on (A) the in-service date of the Project in the case of revisions pursuant to subpart (a)(i) and (B) the in-service date of the future project in the case of revisions pursuant to subpart (a)(ii), and ending on the earlier of: (i) the end of the term of such other customer's rate that triggered the rate adjustment, and (ii) the end of the Term of Customer's negotiated rate hereunder.

(ii) If Customer is willing to accept an offer from Pipeline for a revised Reservation Rate under subpart (a) of this footnote 8, then Customer will so notify Pipeline, and Pipeline will tender to Customer any necessary amendment(s) to this Negotiated Rate Agreement, which amendment(s) will reflect the deletion of the applicable subparts of this footnote 8 from the Negotiated Rate Agreement. Subject to receipt of any required Customer regulatory approvals for the amendment, Customer will have twenty (20) business days from the date Pipeline tenders any amendment(s) to execute such amendment(s), and Pipeline will promptly make any necessary filings with the Commission to give effect to the revised Reservation Rate.

(d) Applicability of Footnote 8

(i) Any revision to Customer's Reservation Rate resulting from approval of the Rate Proposal described in subparts (a)(ii) and (b) of this footnote 8 will apply only to agreements which Pipeline enters into for service under Rate Schedule AFT-1 or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline on or before the tenth anniversary of the Service Commencement Date, and the provision in subparts (a)(ii) and (b) will expire on the tenth anniversary of the Service Commencement Date.

(ii) Pipeline is not required to offer to Customer and Customer is not entitled to any rate provisions provided to any other Project customer or Qualifying Incremental Project Customer under subpart (a), if (A) Customer is not similarly situated to such Project customer or Qualifying Incremental Project Customer, as applicable, or (B) such rates are applicable to firm transportation service agreements for capacity that becomes available as a result of the breach, default or unauthorized termination of an agreement(s) by a Project customer or Qualifying Incremental Project Customer, or the bankruptcy, insolvency, liquidation or other similar action affecting such a Project customer or Qualifying Incremental Project Customer. In addition, the most favored nation right set forth in this footnote 8 will not be available to Customer for any agreements between Pipeline and any Project customer or Qualifying Incremental Project Customer for a short-term (i.e., less than one year) or seasonal transaction (one season or less).

(iii) Within seven (7) days following Pipeline's submission of a FERC certificate application for the Project, Pipeline shall provide notice to Customer if Pipeline has agreed to enter into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, prior to the in-service date of the Project for service on the Project with a customer that is potentially a Similarly Situated Customer, and if such customer's reservation rate is less than Customer's Reservation Rate. Any notice provided in accordance with the foregoing sentence will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following Pipeline's acceptance of the certificate of public convenience and necessity for the Project. Within seven (7) days following Pipeline's submission of a FERC certificate application for a qualifying incremental expansion project, Pipeline shall provide notice to Customer that such application has been submitted. Such notice will also specify (X) whether the Indicative Expansion Rate for such qualifying incremental expansion project would be lower than the recourse rate(s) calculated for the Project and the recourse rate(s) for the Prior Project, and (Y) whether Pipeline included a Rate Proposal in the application. This qualifying incremental expansion project notice will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following FERC approval of this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, as set forth in (b)(ii). Customer is not obligated to respond to either of the notices described above in order to retain Customer's rights under this footnote 8.

(e) Waiver

Nothing in this footnote 8 constitutes a waiver of either party's right to seek regulatory and/or judicial relief if a party acts in a manner that is inconsistent with its obligations as set forth in this footnote.

9/ At Customer's request, Pipeline will market any Project capacity held by Customer, for such term(s) and in such increment(s) as proposed by Customer.

10/ The new negotiated reservation rate for an extension of the term of the Negotiated Rate for an additional five (5) or ten (10) years, as applicable, shall be adjusted proportionately to any increase or decrease in accordance with footnote 3.

11/ If the term of Contract No. 510939 renews for one or more twelve (12) month evergreen period(s) at the negotiated reservation rate, then the term of this Negotiated Rate Agreement shall be extended for such evergreen period(s).

STATEMENT OF NEGOTIATED RATES 1/2/3/4/5/9/

Customer Name: Northern Utilities, Inc. d/b/a Unitil

Service Agreement: 510939

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Precedent Agreement between Pipeline and Customer) of Contract No. 510939 and continues for the Primary Term (as such term is defined in the Precedent Agreement and Contract No. 510939. In the event Customer exercises its one-time option to extend the Primary Term of Contract No. 510939 for up to 100% of the MDTQ, then (a) Pipeline and Customer will amend the Negotiated Rate to reflect the extension of the term of the Negotiated Rate for an additional (i) five (5) years at a new negotiated reservation rate equal to $45.124 per Dth per month or (ii) ten (10) years at a new negotiated reservation rate equal to $43.375 per Dth per month for the elected volume, or (b) if Customer elects to extend the Primary Term of Contract No. 510939 at the then-effective maximum recourse reservation rate, then the term of the Negotiated Rate will expire at the end of the Primary Term. 10/11/

Rate Schedule: AFT-1 [Atlantic Bridge Project]

MDTQ: 7,599 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of $54.917 per Dth, per month of Customer's MDTQ under Contract No. 510939 during the Primary Term thereof. 3/6/8/

Commodity Charge and Other Charges: 7/

Primary Receipt Point: 4/

Mahwah (Meter No. 00201) – 7,599 Dth/d
Ramapo (Meter No. 00214) – 7,599 Dth/d

Primary Delivery Point: 4/

Beverly (Meter No. 01215) – 7,599 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 [Atlantic Bridge Project] at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under Contract No. 510939, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Point designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1 (Atlantic Bridge).

3/ Pipeline and Customer acknowledge that the Exhibit K included with the certificate application for the Project filed by Pipeline with the Federal Energy Regulatory Commission ("Commission") estimated that the capital costs attributable to the Project facilities would be $449,791,440 ("Estimated Capital Cost").

The Reservation Rate was adjusted to reflect the difference between the Estimated Capital Cost and the amount of capital costs attributable to the Project facilities as of September 1, 2018. The Reservation Rate will be adjusted, pursuant to the provisions of this footnote 3, to the extent the final capital cost ("Final Capital Cost") as set forth in Pipeline's post-construction cost report filed with the Commission pursuant to Part 157.20(c)(3) of Title 18 of the Code of Federal Regulations, exceeds the Estimated Capital Cost by less than 15%. No later than 30 days after filing the post-construction cost report, Pipeline will file with the Commission any adjustment to Customer's then-effective Reservation Rate and term-extension rates. The adjusted Reservation Rate will be equal to $47.754 multiplied by the ratio of the Final Capital Cost to the Estimated Capital Cost ("Adjustment Ratio") and the adjusted term extension rates will be equal to $39.238 and $37.717, respectively, multiplied by the Adjustment Ratio. In the event that the Reservation Rate is adjusted pursuant to this footnote 3, Pipeline will refund Customer an amount (including interest at the Commission's approved interest rate pursuant to 18 C.F.R. §154.501) equal to the difference between such rates for the time period that Customer paid the higher rate.

4/ Customer may at any time during the Primary Term of the Service Agreement request a change from its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is part of the incremental capacity and transportation path constructed for the Project, subject to the availability of capacity and consistent with Pipeline's FERC Gas Tariff, including the provisions regarding allocation of capacity and amendments to existing service. If Customer's request satisfies the requirements in the foregoing sentence, Pipeline will accept such request and promptly process the necessary amendments to the Service Agreement to provide for the applicability of the negotiated rate under this statement of negotiated rates to transportation service using the designated points. If Customer seeks to change its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is not part of the incremental capacity and transportation path constructed for the Project, then Customer shall, prior to requesting such point change electronically, request a meeting with Pipeline regarding such proposed change and

Pipeline shall promptly evaluate such request and meet with Customer to respond to such request.

5/ Pipeline and Customer agree that Contract No. 510939 is a ROFR Agreement.

6/ Prior to filing this statement of negotiated rates to reflect the Final Capital Cost, if applicable, the negotiated Reservation Rate and the term extension rates stated above will be replaced with the adjusted Reservation Rate and adjusted term extension rates, which are the applicable rates updated to reflect the cost sharing rate adjustment set forth in footnote 3.

7/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

8/ **Most Favored Nations (MFN)**

(a) MFN Related to Service on the Project and Future Expansions–In the event Pipeline enters into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, (i) prior to the in-service date of the Project for service on the Project or (ii) for a period within ten years following the in-service date of the Project for incremental expansion service under any future project, with any customer who is similarly situated to Customer, and such customer's reservation rate is less than Customer's Reservation Rate, Pipeline will promptly offer Customer the same reservation rate as such other customer, or an agreed rate as set forth in subpart (b)(iii), provided that, in the case of subpart (a)(ii) for incremental expansion service under any future project, all the requirements of subpart (b) are met. If Customer is willing to accept such reservation rate, Customer must do so under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate related provisions applicable to such other customer, and as further described in subparts (c) and (d) below. For purposes of this footnote 8, Customer will be considered "similarly situated" to another Project customer or Qualifying Incremental Project Customer (as such latter term is defined in subpart (b)(ii) below) if Customer meets the criteria in subparts (a) and/or (b), as applicable, and in either case, if Customer is receiving firm transportation service under a service agreement (and rate agreement, if applicable) under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate/rate related provisions as such Project customer or Qualifying Incremental Project Customer ("Similarly Situated Customer").

(b) Interrelationship to Future Expansions

(i) Determination of Indicative Rate - Except as otherwise provided herein, in the event Pipeline enters into a long-term firm transportation service agreement (i.e., one year or longer) under Rate Schedule AFT-1, or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline, for service on an incremental expansion project of comparable scope with any Similarly Situated Customer all of whose Primary Receipt Point(s) are located at or upstream of the Mahwah Interconnect and all of whose Primary Delivery Point(s) are located at or downstream of the HubLine Interconnection (i.e., the point on Algonquin's I-9 line between Fore River 803 and Potter 081 near the town of Weymouth that Algonquin identifies as interconnection of its mainline and the HubLine facilities) under the Service Agreement, Pipeline shall undertake a good faith review to determine whether an incremental cost of service rate for such qualifying incremental expansion project ("Indicative Expansion Rate") would be lower than the recourse rate(s) calculated for the Project and, if that rate is lower, reduce Customer's Reservation Rate in accordance with, and subject to, the conditions in this footnote 8.

(ii) Interrelationship of Project to Future Expansions - Specifically, Pipeline will compute the Indicative Expansion Rate based on the projected cost of service for the qualifying incremental expansion project, using a comparable pricing methodology and rate conditions. In the event that the Indicative Expansion Rate is lower than the recourse rate(s) for the Project, Pipeline may propose (the "Rate Proposal"), at Pipeline's option, as part of its FERC certificate application for the qualifying incremental expansion project, that the recourse rate(s) for the Project apply to service on such qualifying incremental expansion project; provided that, if such Indicative Expansion Rate is also lower than the recourse rate for an incremental expansion project constructed prior to this Project in which prior project Pipeline agreed with the project shippers to a similar MFN ("Prior Project"), then the recourse rate proposed as part of any Rate Proposal to apply to service on such qualifying incremental expansion project would be the recourse rate(s) from such Prior Project and not the recourse rate(s) for this Project. If Pipeline elects to propose the Rate Proposal, Pipeline will proceed with due diligence to obtain FERC approval for the Rate Proposal. If (A) the Commission approves this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, or if (B) Pipeline elects to not propose the Rate Proposal in the FERC certificate application for the qualifying incremental expansion project, then Pipeline will compare Customer's Reservation Rate to any negotiated, recourse or discounted rates offered to customers of such qualifying incremental expansion project whose Primary Receipt Point(s) and Primary Delivery Point(s) meet the qualifications set forth in subpart (b)(i) ("Qualifying Incremental Project Customer"); provided that if the approved Rate Proposal in (A) above is the recourse rate(s) from a Prior Project and if offering Customer a reduction to Customer's Reservation Rate to equal the negotiated, recourse or discounted rate(s) offered to a Qualifying Incremental Project Customer would result in such qualifying incremental expansion project or the Project being uneconomic to Pipeline, then, in lieu of such negotiated, recourse or discounted rate(s), Pipeline will in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate provided that Pipeline is able to preserve an economic position acceptable to Pipeline.

(iii) Eligibility for Adjusted Reservation Rate – If (A) the Commission approves the Rate Proposal for a qualifying incremental expansion project but no Qualifying Incremental Project Customer will pay a negotiated, recourse or discounted reservation rate that is lower than Customer's Reservation Rate, or (B) Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, and such decision is not reversed as a result of a request for rehearing of such order, or court appeal (if applicable), as set forth in subpart (b)(iv), Pipeline will, promptly following such final Commission order or appeal, if applicable, under (A) or (B) above, in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate with the intended purposes of preserving an economic position acceptable to Pipeline and providing Customer a reservation rate reduction based upon the economic value of the Project facilities constructed for the qualifying incremental expansion project. If there are any disagreements arising from Pipeline's proposal, or lack thereof, Pipeline and Customer will meet, including senior management representatives, to discuss the matter, and each party agrees for a thirty (30) day period to discuss in good faith any positions advanced by the other party consistent with the foregoing. If Pipeline and Customer reach agreement regarding a reservation rate reduction pursuant to this subpart (b)(iii), Customer will no longer be eligible for any further rate reduction pursuant to this footnote 8 as a result of the FERC rehearing or appellate proceedings, described in subpart(b)(iv) below, related to the Rate Proposal for such qualifying incremental expansion project.

(iv) Review- If Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, then Pipeline will request rehearing of such order to challenge the determination on the Rate Proposal, and Pipeline will in good faith consider a court appeal, if appropriate, if such request for rehearing is denied; provided that if Pipeline is unable through such rehearing request, or court appeal (if applicable), to obtain a ruling authorizing the Rate Proposal, Customer will not be entitled to an adjustment to its Reservation Rate except as otherwise agreed pursuant to this subpart (b)(iii). If Pipeline elects not to file a court appeal, but Customer files an appeal, Pipeline will in good faith support Customer, if appropriate in Pipeline's reasonable judgment.

(c) Duration and Implementation of Revised Reservation Rate

(i) Any revision to the Reservation Rate due to subpart (a) of this footnote 8 will be applicable for a period of time beginning on (A) the in-service date of the Project in the case of revisions pursuant to subpart (a)(i) and (B) the in-service date of the future project in the case of revisions pursuant to subpart (a)(ii), and ending on the earlier of: (i) the end of the term of such other customer's rate that triggered the rate adjustment, and (ii) the end of the Term of Customer's negotiated rate hereunder.

(ii) If Customer is willing to accept an offer from Pipeline for a revised Reservation Rate under subpart (a) of this footnote 8, then Customer will so notify Pipeline, and Pipeline will tender to Customer any necessary amendment(s) to this Negotiated Rate Agreement, which amendment(s) will reflect the deletion of the applicable subparts of this footnote 8 from the Negotiated Rate Agreement. Subject to receipt of any required Customer regulatory approvals for the amendment, Customer will have twenty (20) business days from the date Pipeline tenders any amendment(s) to execute such amendment(s), and Pipeline will promptly make any necessary filings with the Commission to give effect to the revised Reservation Rate.

(d) Applicability of Footnote 8

(i) Any revision to Customer's Reservation Rate resulting from approval of the Rate Proposal described in subparts (a)(ii) and (b) of this footnote 8 will apply only to agreements which Pipeline enters into for service under Rate Schedule AFT-1 or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline on or before the tenth anniversary of the Service Commencement Date, and the provision in subparts (a)(ii) and (b) will expire on the tenth anniversary of the Service Commencement Date.

(ii) Pipeline is not required to offer to Customer and Customer is not entitled to any rate provisions provided to any other Project customer or Qualifying Incremental Project Customer under subpart (a), if (A) Customer is not similarly situated to such Project customer or Qualifying Incremental Project Customer, as applicable, or (B) such rates are applicable to firm transportation service agreements for capacity that becomes available as a result of the breach, default or unauthorized termination of an agreement(s) by a Project customer or Qualifying Incremental Project Customer, or the bankruptcy, insolvency, liquidation or other similar action affecting such a Project customer or Qualifying Incremental Project Customer. In addition, the most favored nation right set forth in this footnote 8 will not be available to Customer for any agreements between Pipeline and any Project customer or Qualifying Incremental Project Customer for a short-term (i.e., less than one year) or seasonal transaction (one season or less).

(iii) Within seven (7) days following Pipeline's submission of a FERC certificate application for the Project, Pipeline shall provide notice to Customer if Pipeline has agreed to enter into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, prior to the in-service date of the Project for service on the Project with a customer that is potentially a Similarly Situated Customer, and if such customer's reservation rate is less than Customer's Reservation Rate. Any notice provided in accordance with the foregoing sentence will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following Pipeline's acceptance of the certificate of public convenience and necessity for the Project. Within seven (7) days following Pipeline's submission of a FERC certificate application for a qualifying incremental expansion project, Pipeline shall provide notice to Customer that such application has been submitted. Such notice will also specify (X) whether the Indicative Expansion Rate for such qualifying incremental expansion project would be lower than the recourse rate(s) calculated for the Project and the recourse rate(s) for the Prior Project, and (Y) whether Pipeline included a Rate Proposal in the application. This qualifying incremental expansion project notice will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following FERC approval of this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, as set forth in (b)(ii). Customer is not obligated to respond to either of the notices described above in order to retain Customer's rights under this footnote 8.

(e) Waiver

Nothing in this footnote 8 constitutes a waiver of either party's right to seek regulatory and/or judicial relief if a party acts in a manner that is inconsistent with its obligations as set forth in this footnote.

9/ At Customer's request, Pipeline will market any Project capacity held by Customer, for such term(s) and in such increment(s) as proposed by Customer.

10/ The new negotiated reservation rate for an extension of the term of the Negotiated Rate for an additional five (5) or ten (10) years, as applicable, shall be adjusted proportionately to any increase or decrease in accordance with footnote 3.

11/ If the term of Contract No. 510939 renews for one or more twelve (12) month evergreen period(s) at the negotiated reservation rate, then the term of this Negotiated Rate Agreement shall be extended for such evergreen period(s).

ALGONQUIN GAS TRANSMISSION, LLC

APPENDIX B

NEGOTIATED RATE LETTER AGREEMENT

ALGONQUIN GAS TRANSMISSION, LLC
5400 Westheimer Court
Houston, Texas 77056

September 22, 2020

Robert B. Hevert
Senior Vice President
Northern Utilities, Inc. d/b/a Unitil
6 Liberty Lane West
Hampton, NH 03842

Re: Rate Schedule AFT-1 Service Agreement (Contract No. 510939) – Negotiated Rate

Dear Mr. Hevert:

By this transmittal letter, Algonquin Gas Transmission, LLC ("Algonquin") and Northern Utilities, Inc. d/b/a Unitil ("Customer") are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule AFT-1 Service Agreement, which supersedes and replaces the Statement of Negotiated Rates agreed upon by Algonquin and Emera Energy Services, Inc. on May 19, 2016, and assigned to Customer pursuant to the Assignment and Assumption Agreement dated July 28, 2016.

Algonquin and Customer hereby agree that the provisions on the attached *Pro Forma* Statement of Negotiated Rates reflect the terms of their agreement, including the effectiveness of the negotiated rate. After execution of this letter by both Algonquin and Customer, Algonquin shall file a Statement of Negotiated Rates with the Federal Energy Regulatory Commission ("Commission") containing rate-related provisions identical to those provisions on the attached *Pro Forma* Statement of Negotiated Rates in accordance with Section 46 of the General Terms and Conditions of the Algonquin tariff.

If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned.

Sincerely,

____

Richard M. Paglia
VP US Marketing

ACCEPTED AND AGREED TO
THIS __ DAY OF SEPTEMBER, 2020

NORTHERN UTILITIES, INC. D/B/A UNITIL

Robert B. H
____
Name: Robert B. Hevert
Title: Senior Vice President

STATEMENT OF NEGOTIATED RATES 1/2/3/4/5/9/

Customer Name: Northern Utilities, Inc. d/b/a Unitil

Service Agreement: 510939

Term of Negotiated Rate: The term of this negotiated rate commences on the Service Commencement Date (as defined in the Precedent Agreement between Pipeline and Customer) of Contract No. 510939 and continues for the Primary Term (as such term is defined in the Precedent Agreement and Contract No. 510939. In the event Customer exercises its one-time option to extend the Primary Term of Contract No. 510939 for up to 100% of the MDTQ, then (a) Pipeline and Customer will amend the Negotiated Rate to reflect the extension of the term of the Negotiated Rate for an additional (i) five (5) years at a new negotiated reservation rate equal to $45.124 per Dth per month or (ii) ten (10) years at a new negotiated reservation rate equal to $43.375 per Dth per month for the elected volume, or (b) if Customer elects to extend the Primary Term of Contract No. 510939 at the then-effective maximum recourse reservation rate, then the term of the Negotiated Rate will expire at the end of the Primary Term. 10/11/

Rate Schedule: AFT-1 [Atlantic Bridge Project]

MDTQ: 7,599 Dth/d

Reservation Rate: Customer shall pay a negotiated reservation rate of $54.917 per Dth, per month of Customer's MDTQ under Contract No. 510939 during the Primary Term thereof. 3/6/8/

Commodity Charge and Other Charges: 7/

Primary Receipt Point: 4/

Mahwah (Meter No. 00201) – 7,599 Dth/d
Ramapo (Meter No. 00214) – 7,599 Dth/d

Primary Delivery Point: 4/

Beverly (Meter No. 01215) – 7,599 Dth/d

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule AFT-1 [Atlantic Bridge Project] at the applicable time.

FOOTNOTES:

1/ This negotiated rate transaction does not deviate in any material respect from the form of service agreement set forth in Pipeline's FERC Gas Tariff.

2/ This Negotiated Rate shall apply only to transportation service under Contract No. 510939, up to Customer's specified MDTQ, using the Primary Receipt Point and Primary Delivery Point designated herein, and any secondary receipt and delivery points available under Rate Schedule AFT-1 (Atlantic Bridge).

3/ Pipeline and Customer acknowledge that the Exhibit K included with the certificate application for the Project filed by Pipeline with the Federal Energy Regulatory Commission ("Commission") estimated that the capital costs attributable to the Project facilities would be $449,791,440 ("Estimated Capital Cost").

The Reservation Rate was adjusted to reflect the difference between the Estimated Capital Cost and the amount of capital costs attributable to the Project facilities as of September 1, 2018. The Reservation Rate will be adjusted, pursuant to the provisions of this footnote 3, to the extent the final capital cost ("Final Capital Cost") as set forth in Pipeline's post-construction cost report filed with the Commission pursuant to Part 157.20(c)(3) of Title 18 of the Code of Federal Regulations, exceeds the Estimated Capital Cost by less than 15%. No later than 30 days after filing the post-construction cost report, Pipeline will file with the Commission any adjustment to Customer's then-effective Reservation Rate and term-extension rates. The adjusted Reservation Rate will be equal to $47.754 multiplied by the ratio of the Final Capital Cost to the Estimated Capital Cost ("Adjustment Ratio") and the adjusted term extension rates will be equal to $39.238 and $37.717, respectively, multiplied by the Adjustment Ratio. In the event that the Reservation Rate is adjusted pursuant to this footnote 3, Pipeline will refund Customer an amount (including interest at the Commission's approved interest rate pursuant to 18 C.F.R. §154.501) equal to the difference between such rates for the time period that Customer paid the higher rate.

4/ Customer may at any time during the Primary Term of the Service Agreement request a change from its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is part of the incremental capacity and transportation path constructed for the Project, subject to the availability of capacity and consistent with Pipeline's FERC Gas Tariff, including the provisions regarding allocation of capacity and amendments to existing service. If Customer's request satisfies the requirements in the foregoing sentence, Pipeline will accept such request and promptly process the necessary amendments to the Service Agreement to provide for the applicability of the negotiated rate under this statement of negotiated rates to transportation service using the designated points. If Customer seeks to change its Primary Receipt Point or Primary Delivery Point (or the MDROs or MDDOs associated with such points) to any receipt point or delivery point, respectively, that is not part of the incremental capacity and transportation path constructed for the Project, then Customer shall, prior to requesting such point change electronically, request a meeting with Pipeline regarding such proposed change and Pipeline shall promptly evaluate such request and meet with Customer to respond to such request.

5/ Pipeline and Customer agree that Contract No. 510939 is a ROFR Agreement.

6/ Prior to filing this statement of negotiated rates to reflect the Final Capital Cost, if applicable, the negotiated Reservation Rate and the term extension rates stated above will be replaced with the adjusted Reservation Rate and adjusted term extension rates, which are the applicable rates updated to reflect the cost sharing rate adjustment set forth in footnote 3.

7/ Customer shall pay: (i) a commodity charge which shall be zero for the quantity of gas, in Dekatherms, delivered during the applicable Day under Pipeline's Rate Schedule AFT-1 for the Project; (ii) the applicable Fuel Reimbursement Quantity ("FRQ") under Pipeline's Rate Schedule AFT-1 for the Project; (iii) the applicable Annual Charge Adjustment and all other charges and surcharges applicable to Rate Schedule AFT-1 for the Project; and (iv) any future surcharge or additional usage charge pursuant to any FERC-approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in Pipeline's initial recourse rate(s) applicable to service under Pipeline's Rate Schedule AFT-1 for the Project.

8/ **Most Favored Nations (MFN)**

(a) MFN Related to Service on the Project and Future Expansions–In the event Pipeline enters into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, (i) prior to the in-service date of the Project for service on the Project or (ii) for a period within ten years following the in-service date of the Project for incremental expansion service under any future project, with any customer who is similarly situated to Customer, and such customer's reservation rate is less than Customer's Reservation Rate, Pipeline will promptly offer Customer the same reservation rate as such other customer, or an agreed rate as set forth in subpart (b)(iii), provided that, in the case of subpart (a)(ii) for incremental expansion service under any future project, all the requirements of subpart (b) are met. If Customer is willing to accept such reservation rate, Customer must do so under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate related provisions applicable to such other customer, and as further described in subparts (c) and (d) below. For purposes of this footnote 8, Customer will be considered "similarly situated" to another Project customer or Qualifying Incremental Project Customer (as such latter term is defined in subpart (b)(ii) below) if Customer meets the criteria in subparts (a) and/or (b), as applicable, and in either case, if Customer is receiving firm transportation service under a service agreement (and rate agreement, if applicable) under the same or substantially similar terms and conditions of service of the Algonquin Tariff or other Commission-approved provisions and the same or substantially similar rate/rate related provisions as such Project customer or Qualifying Incremental Project Customer ("Similarly Situated Customer").

(b) Interrelationship to Future Expansions

(i) Determination of Indicative Rate - Except as otherwise provided herein, in the event Pipeline enters into a long-term firm transportation service agreement (i.e., one year or longer) under Rate Schedule AFT-1, or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline, for service on an incremental expansion project of comparable scope with any Similarly Situated Customer all of whose Primary Receipt Point(s) are located at or upstream of the Mahwah Interconnect and all of whose Primary Delivery Point(s) are located at or downstream of the HubLine Interconnection (i.e., the point on Algonquin's I-9 line between Fore River 803 and Potter 081 near the town of Weymouth that Algonquin identifies as interconnection of its mainline and the HubLine facilities) under the Service Agreement, Pipeline shall undertake a good faith review to determine whether an incremental cost of service rate for such qualifying incremental expansion project ("Indicative Expansion Rate") would be lower than the recourse rate(s) calculated for the Project and, if that rate is lower, reduce Customer's Reservation Rate in accordance with, and subject to, the conditions in this footnote 8.

(ii) Interrelationship of Project to Future Expansions - Specifically, Pipeline will compute the Indicative Expansion Rate based on the projected cost of service for the qualifying incremental expansion project, using a comparable pricing methodology and rate conditions. In the event that the Indicative Expansion Rate is lower than the recourse rate(s) for the Project, Pipeline may propose (the "Rate Proposal"), at Pipeline's option, as part of its FERC certificate application for the qualifying incremental expansion project, that the recourse rate(s) for the Project apply to service on such qualifying incremental expansion project; provided that, if such Indicative Expansion Rate is also lower than the recourse rate for an incremental expansion project constructed prior to this Project in which prior project Pipeline agreed with the project shippers to a similar MFN ("Prior Project"), then the recourse rate proposed as part of any Rate Proposal to apply to service on such qualifying incremental expansion project would be the recourse rate(s) from such Prior Project and not the recourse rate(s) for this Project. If Pipeline elects to propose the Rate Proposal, Pipeline will proceed with due diligence to obtain FERC approval for the Rate Proposal. If (A) the Commission approves this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, or if (B) Pipeline elects to not propose the Rate Proposal in the FERC certificate application for the qualifying incremental expansion project, then Pipeline will compare Customer's Reservation Rate to any negotiated, recourse or discounted rates offered to customers of such qualifying incremental expansion project whose Primary Receipt Point(s) and Primary Delivery Point(s) meet the qualifications set forth in subpart (b)(i) ("Qualifying Incremental Project Customer"); provided that if the approved Rate Proposal in (A) above is the recourse rate(s) from a Prior Project and if offering Customer a reduction to Customer's Reservation Rate to equal the negotiated, recourse or discounted rate(s) offered to a Qualifying Incremental Project Customer would result in such qualifying incremental expansion project or the Project being uneconomic to Pipeline, then, in lieu of such negotiated, recourse or discounted rate(s), Pipeline will in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate provided that Pipeline is able to preserve an economic position acceptable to Pipeline.

(iii) Eligibility for Adjusted Reservation Rate – If (A) the Commission approves the Rate Proposal for a qualifying incremental expansion project but no Qualifying Incremental Project Customer will pay a negotiated, recourse or discounted reservation rate that is lower than Customer's Reservation Rate, or (B) Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, and such decision is not reversed as a result of a request for rehearing of such order, or court appeal (if applicable), as set forth in subpart (b)(iv), Pipeline will, promptly following such final Commission order or appeal, if applicable, under (A) or (B) above, in good faith propose, after consultation and review with Customer, an adjustment to Customer's Reservation Rate with the intended purposes of preserving an economic position acceptable to Pipeline and providing Customer a reservation rate reduction based upon the economic value of the Project facilities constructed for the qualifying incremental expansion project. If there are any disagreements arising from Pipeline's proposal, or lack thereof, Pipeline and Customer will meet, including senior management representatives, to discuss the matter, and each party agrees for a thirty (30) day period to discuss in good faith any positions advanced by the other party consistent with the foregoing. If Pipeline and Customer reach agreement regarding a reservation rate reduction pursuant to this subpart (b)(iii), Customer will no longer be eligible for any further rate reduction pursuant to this footnote 8 as a result of the FERC rehearing or appellate proceedings, described in subpart(b)(iv) below, related to the Rate Proposal for such qualifying incremental expansion project.

(iv) Review- If Pipeline's Rate Proposal is not approved in an order authorizing a qualifying incremental expansion project in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, then Pipeline will request rehearing of such order to challenge the determination on the Rate Proposal, and Pipeline will in good faith consider a court appeal, if appropriate, if such request for rehearing is denied; provided that if Pipeline is unable through such rehearing request, or court appeal (if applicable), to obtain a ruling authorizing the Rate Proposal, Customer will not be entitled to an adjustment to its Reservation Rate except as otherwise agreed pursuant to this subpart (b)(iii). If Pipeline elects not to file a court appeal, but Customer files an appeal, Pipeline will in good faith support Customer, if appropriate in Pipeline's reasonable judgment.

(c) Duration and Implementation of Revised Reservation Rate

(i) Any revision to the Reservation Rate due to subpart (a) of this footnote 8 will be applicable for a period of time beginning on (A) the in-service date of the Project in the case of revisions pursuant to subpart (a)(i) and (B) the in-service date of the future project in the case of revisions pursuant to subpart (a)(ii), and ending on the earlier of: (i) the end of the term of such other customer's rate that triggered the rate adjustment, and (ii) the end of the Term of Customer's negotiated rate hereunder.

(ii) If Customer is willing to accept an offer from Pipeline for a revised Reservation Rate under subpart (a) of this footnote 8, then Customer will so notify Pipeline, and Pipeline will tender to Customer any necessary amendment(s) to this Negotiated Rate Agreement, which amendment(s) will reflect the deletion of the applicable subparts of this footnote 8 from the Negotiated Rate Agreement. Subject to receipt of any required Customer regulatory approvals for the amendment, Customer will have twenty (20) business days from the date Pipeline tenders any amendment(s) to execute such amendment(s), and Pipeline will promptly make any necessary filings with the Commission to give effect to the revised Reservation Rate.

(d) Applicability of Footnote 8

(i) Any revision to Customer's Reservation Rate resulting from approval of the Rate Proposal described in subparts (a)(ii) and (b) of this footnote 8 will apply only to agreements which Pipeline enters into for service under Rate Schedule AFT-1 or any similar firm non-lateral only transportation rate schedule for service using Pipeline's mainline on or before the tenth anniversary of the Service Commencement Date, and the provision in subparts (a)(ii) and (b) will expire on the tenth anniversary of the Service Commencement Date.

(ii) Pipeline is not required to offer to Customer and Customer is not entitled to any rate provisions provided to any other Project customer or Qualifying Incremental Project Customer under subpart (a), if (A) Customer is not similarly situated to such Project customer or Qualifying Incremental Project Customer, as applicable, or (B) such rates are applicable to firm transportation service agreements for capacity that becomes available as a result of the breach, default or unauthorized termination of an agreement(s) by a Project customer or Qualifying Incremental Project Customer, or the bankruptcy, insolvency, liquidation or other similar action affecting such a Project customer or Qualifying Incremental Project Customer. In addition, the most favored nation right set forth in this footnote 8 will not be available to Customer for any agreements between Pipeline and any Project customer or Qualifying Incremental Project Customer for a short-term (i.e., less than one year) or seasonal transaction (one season or less).

(iii) Within seven (7) days following Pipeline's submission of a FERC certificate application for the Project, Pipeline shall provide notice to Customer if Pipeline has agreed to enter into a long-term firm transportation service agreement under Rate Schedule AFT-1, or any similar, firm non-lateral only transportation rate schedule for service on Pipeline's mainline, prior to the in-service date of the Project for service on the Project with a customer that is potentially a Similarly Situated Customer, and if such customer's reservation rate is less than Customer's Reservation Rate. Any notice provided in accordance with the foregoing sentence will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following Pipeline's acceptance of the certificate of public convenience and necessity for the Project. Within seven (7) days following Pipeline's submission of a FERC certificate application for a qualifying incremental expansion project, Pipeline shall provide notice to Customer that such application has been submitted. Such notice will also specify (X) whether the Indicative Expansion Rate for such qualifying incremental expansion project would be lower than the recourse rate(s) calculated for the Project and the recourse rate(s) for the Prior Project, and (Y) whether Pipeline included a Rate Proposal in the application. This qualifying incremental expansion project notice will not relieve Pipeline of any obligation to promptly offer Customer a reservation rate pursuant to subpart (a) of this footnote 8, if applicable, following FERC approval of this Rate Proposal in a final and non-appealable order in form and substance substantially as requested, or in a manner otherwise reasonably acceptable to Pipeline, as set forth in (b)(ii). Customer is not obligated to respond to either of the notices described above in order to retain Customer's rights under this footnote 8.

(e) Waiver

Nothing in this footnote 8 constitutes a waiver of either party's right to seek regulatory and/or judicial relief if a party acts in a manner that is inconsistent with its obligations as set forth in this footnote.

9/ At Customer's request, Pipeline will market any Project capacity held by Customer, for such term(s) and in such increment(s) as proposed by Customer.

10/ The new negotiated reservation rate for an extension of the term of the Negotiated Rate for an additional five (5) or ten (10) years, as applicable, shall be adjusted proportionately to any increase or decrease in accordance with footnote 3.

11/ If the term of Contract No. 510939 renews for one or more twelve (12) month evergreen period(s) at the negotiated reservation rate, then the term of this Negotiated Rate Agreement shall be extended for such evergreen period(s).

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Algonquin Gas Transmission, LLC and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 11th day of February, 2021.

/s/ Lauren Carr

Lauren Carr
On behalf of
Algonquin Gas Transmission, LLC