ENBRIDGE

Texas Eastern Transmission, LP
5400 Westheimer Court
Houston, Texas 77056

713.627.5400 main

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

January 28, 2021

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

Re: *Texas Eastern Transmission, LP*, Docket No. RP21-___-000

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act[1] and Section 154.204 of the regulations of the Federal Energy Regulatory Commission ("Commission") promulgated thereunder,[2] Texas Eastern Transmission, LP ("Texas Eastern") hereby submits for filing as part of its FERC Gas Tariff, Statements of Negotiated Rates ("Statements of Negotiated Rates"), the tariff records listed in Appendix A to be effective on February 1, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

Texas Eastern is making this filing pursuant to Section 29 of the General Terms and Conditions of Texas Eastern's FERC Gas Tariff, Eighth Revised Volume No. 1 ("Tariff"), in order to reflect negotiated rate transactions that it has entered into with Mayflower Power & Gas LLC ("Mayflower") for firm transportation service under Texas Eastern's Rate Schedule FT-1. Each tariff record identifies and describes the applicable negotiated rate transaction, including the exact legal name of the shipper, the negotiated rates, the rate schedule, the contract terms, and the contract quantities. Mayflower acquired the capacity as a result of releases of capacity. The capacity under these contracts was acquired under service agreements to which the negotiated rate agreements are set forth in the Statements of Negotiated Rates. Texas Eastern has entered into negotiated rate agreements to reflect the releasing customers' negotiated usage rates that were passed through to Mayflower pursuant to the provisions of Section 29.5(C) of the General Terms and Conditions of the Tariff and the terms of the applicable negotiated rate agreement with releasing customers.

PROPOSED EFFECTIVE DATE

Texas Eastern proposes that the tariff records filed herein become effective on February 1, 2021. Texas Eastern respectfully requests a waiver of the notice requirements contained in Section 154.207 of the Commission's regulations, 18 C.F.R. § 154.207, and any other waivers that may be required for the Commission to accept the tariff records filed herein to become effective as proposed.

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1 15 U.S.C. § 717c (2018).

2 18 C.F.R. § 154.204 (2020).

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), Texas Eastern files this motion to place the revised tariff records 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 records filed herewith are not approved as filed and without condition, Texas Eastern reserves the right to file a motion at a later date to place such tariff records 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 records showing additions to and deletions from the currently effective tariff records 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 Texas Eastern'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:

* Berk Donaldson, Director, Regulatory
Texas Eastern Transmission, LP
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-4488
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and

* Jennifer Rinker, Associate General Counsel, Northeast & FERC Chief Compliance Officer
Texas Eastern Transmission, LP
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) 627-4488 with any questions regarding this filing.

Respectfully submitted,

/s/ Berk Donaldson

Berk Donaldson
Director, Regulatory

Enclosures

TEXAS EASTERN TRANSMISSION, LP

STATEMENTS OF NEGOTIATED RATES

APPENDIX A

Version	**Section *(Description & Title)***
0.0.0	14.40 Mayflower – contract 8968573
7.0.0	31.11 Mayflower – contract 8968644

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: MAYFLOWER POWER & GAS LLC

Service Agreement: Contract No. 8968573

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2021, and continues until and including 10/31/2021.

Rate Schedule: FT-1, New Jersey-New York Expansion Project

MDQ: 37 dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline’s FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer’s MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage and Other Charges: Customer will pay a negotiated usage charge of zero for all quantities of gas transported under Contract No. 8968573 within or outside the transportation path. Customer also agrees to pay the incremental recourse Applicable Shrinkage Percentage for the Project (including lost and unaccounted for gas) applicable to service under Contract No. 8968573 as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism, and to pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA mechanism applicable to Contract No. 8968573. In addition, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge and 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 rates applicable to Contract No. 8968573. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968573 to the extent that Customer uses the Contract No. 8968573 for service outside the primary contract path and such surcharge is applicable to such out-of-path transportation. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

Revenue Credit: (a) For each twelve month period ending June 30, Pipeline will credit Customer a share, determined pursuant to subsection (b) below, of the revenues actually received by Pipeline, net of variable costs reflected in Pipeline's rates as approved by FERC, attributable to the following ((i)-(ii) below (collectively referred to as "Eligible Revenues"): (i) charges for interruptible transportation service under Rate Schedule IT-1 for service on the Extension, to be reflected in the Pipeline FERC Gas Tariff on the recourse rate sheets for interruptible service on the Extension that may exist from time to time; and (ii) reservation rates and commodity charges applicable to service under backhaul transportation agreements (contracts where the contractual direction of movement on the mainline is at all times in a direction opposite to the actual flow of

gas in the pipeline) under Rate Schedule FT-1 for service on the Extension. The credit for the revenues specified in (i) above will be in accordance with GT&C Section 15 of Pipeline’s FERC Gas Tariff.

(b) Pipeline will calculate and record, on a monthly basis, appropriate deferred credit entries reflecting the amount of Customer's pro-rata share of the Eligible Revenues. Such pro rata share will be determined based on the ratio of Customer's MDQ to the aggregate MDQ for service agreements under Rate Schedule FT-1 for service on the Project at the maximum incremental recourse rate, service agreements under Rate Schedule FT-1 for service on the Extension at the maximum incremental recourse rate, and service agreements under Rate Schedule FT-1 for service on the Project or the Extension at negotiated rates that specifically provide for eligibility for credits of such Eligible Revenues ("Pro Rata Share"). For any twelve month period ending June 30 in which the cumulative annual revenues from service agreements under Rate Schedule FT-1 for service on the Project ("Cumulative Annual Revenues") equal or exceed $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, that is equal to fifty percent (50%) of Customer's Pro Rata Share of the Eligible Revenues actually received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues plus any Eligible Revenues are less than or equal to $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to zero percent (0%) of Customer's Pro Rata Share of the Eligible Revenues received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues are less than $151.1 million, but the Cumulative Annual Revenues plus any Eligible Revenues are greater than $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to fifty percent (50%) of Customer's Pro Rata Share of the amount by which the Cumulative Annual Revenues plus any Eligible Revenues exceed the $151.1 million received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(c) Negotiated or Discounted Service. Should Pipeline provide service under an interruptible service agreement or a backhaul service agreement that results in Eligible Revenues in accordance with subsection (a) above, but at a rate that is less than the maximum charge for service under Rate Schedule IT-1 on the Extension, or the maximum applicable Rate Schedule FT-1 recourse rate for service on the Extension, respectively, Pipeline will determine Customer's pro rata share of 50% of Eligible Revenues based on a calculation using the maximum charge under Rate Schedule IT-1 for service on the Extension, or maximum applicable Rate Schedule FT-1 recourse rate; provided that each Customer's pro rata share of the Eligible Revenues will be calculated on an individual contract basis so that in no event will Pipeline be required to credit Customer an amount that exceeds Customer's pro rata share of Eligible Revenues actually received by Pipeline.

<u>Primary Receipt Point</u>:

78200 - AGT MAINLINE (NJ-NY) - MDRO 37; 78201 - MAHWAH - MDRO 37; 78214 - RAMAPO - MDRO 37 Dth/d, exclusive of fuel, at any and all points, with the sum of MDROs at all points not exceeding 37 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 37 Dth/d.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Pipeline's currently effective FERC Gas Tariff for Rate Schedule FT-1, New Jersey-New York Expansion Project.

FOOTNOTES:

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

2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within Market Zone 3.

3/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this Negotiated Rate Agreement in accordance with GT&C Section 31 of Pipeline’s FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: MAYFLOWER POWER & GAS LLC

Service Agreement: Contract No. 8968644

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2021, and continues until and including 10/31/2021.

Rate Schedule: FT-1, New Jersey-New York Expansion Project

MDQ: 100 dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage and Other Charges: Customer will pay a negotiated usage charge of zero for all quantities of gas transported under Contract No. 8968644 within or outside the transportation path. Customer also agrees to pay the incremental recourse Applicable Shrinkage Percentage for the Project (including lost and unaccounted for gas) applicable to service under Contract No. 8968644 as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism, and to pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA mechanism applicable to Contract No. 8968644. In addition, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge and 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 rates applicable to Contract No. 8968644. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968644 to the extent that Customer uses the Contract No. 8968644 for service outside the primary contract path and such surcharge is applicable to such out-of-path transportation. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

Revenue Credit: (a) For each twelve month period ending June 30, Pipeline will credit Customer a share, determined pursuant to subsection (b) below, of the revenues actually received by Pipeline, net of variable costs reflected in Pipeline's rates as approved by FERC, attributable to the following ((i)-(ii) below (collectively referred to as "Eligible Revenues"): (i) charges for interruptible transportation service under Rate Schedule IT-1 for service on the Extension, to be reflected in the Pipeline FERC Gas Tariff on the recourse rate sheets for interruptible service on the Extension that may exist from time to time; and (ii) reservation rates and commodity charges applicable to service under backhaul transportation agreements (contracts where the contractual direction of movement on the mainline is at all times in a direction opposite to the actual flow of

gas in the pipeline) under Rate Schedule FT-1 for service on the Extension. The credit for the revenues specified in (i) above will be in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(b) Pipeline will calculate and record, on a monthly basis, appropriate deferred credit entries reflecting the amount of Customer's pro-rata share of the Eligible Revenues. Such pro rata share will be determined based on the ratio of Customer's MDQ to the aggregate MDQ for service agreements under Rate Schedule FT-1 for service on the Project at the maximum incremental recourse rate, service agreements under Rate Schedule FT-1 for service on the Extension at the maximum incremental recourse rate, and service agreements under Rate Schedule FT-1 for service on the Project or the Extension at negotiated rates that specifically provide for eligibility for credits of such Eligible Revenues ("Pro Rata Share"). For any twelve month period ending June 30 in which the cumulative annual revenues from service agreements under Rate Schedule FT-1 for service on the Project ("Cumulative Annual Revenues") equal or exceed $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, that is equal to fifty percent (50%) of Customer's Pro Rata Share of the Eligible Revenues actually received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues plus any Eligible Revenues are less than or equal to $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to zero percent (0%) of Customer's Pro Rata Share of the Eligible Revenues received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues are less than $151.1 million, but the Cumulative Annual Revenues plus any Eligible Revenues are greater than $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to fifty percent (50%) of Customer's Pro Rata Share of the amount by which the Cumulative Annual Revenues plus any Eligible Revenues exceed the $151.1 million received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(c) Negotiated or Discounted Service. Should Pipeline provide service under an interruptible service agreement or a backhaul service agreement that results in Eligible Revenues in accordance with subsection (a) above, but at a rate that is less than the maximum charge for service under Rate Schedule IT-1 on the Extension, or the maximum applicable Rate Schedule FT-1 recourse rate for service on the Extension, respectively, Pipeline will determine Customer's pro rata share of 50% of Eligible Revenues based on a calculation using the maximum charge under Rate Schedule IT-1 for service on the Extension, or maximum applicable Rate Schedule FT-1 recourse rate; provided that each Customer's pro rata share of the Eligible Revenues will be calculated on an individual contract basis so that in no event will Pipeline be required to credit Customer an amount that exceeds Customer's pro rata share of Eligible Revenues actually received by Pipeline.

<u>Primary Receipt Point</u>:

(1) 78200 - AGT MAINLINE (NJ-NY) - MDRO 59; 78201 - MAHWAH - MDRO 59; 78214 - RAMAPO - MDRO 59 Dth/d, exclusive of fuel, at any and all points in (1); (2)

Lambertville: MDRO of 59 Dth/d, exclusive of fuel; with the sum of MDROs at (1) not exceeding 59 on any day with the sum of (1) and (2) on any day not exceeding 100 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 100 Dth/d.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Pipeline's currently effective FERC Gas Tariff for Rate Schedule FT-1, New Jersey-New York Expansion Project.

FOOTNOTES:

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

2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within Market Zone 3.

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: MAYFLOWER POWER & GAS LLC

Service Agreement: Contract No. 8968573

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2021, and continues until and including 10/31/2021.

Rate Schedule: FT-1, New Jersey-New York Expansion Project

MDQ: 37 dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage and Other Charges: Customer will pay a negotiated usage charge of zero for all quantities of gas transported under Contract No. 8968573 within or outside the transportation path. Customer also agrees to pay the incremental recourse Applicable Shrinkage Percentage for the Project (including lost and unaccounted for gas) applicable to service under Contract No. 8968573 as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism, and to pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA mechanism applicable to Contract No. 8968573. In addition, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge and 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 rates applicable to Contract No. 8968573. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968573 to the extent that Customer uses the Contract No. 8968573 for service outside the primary contract path and such surcharge is applicable to such out-of-path transportation. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

Revenue Credit: (a) For each twelve month period ending June 30, Pipeline will credit Customer a share, determined pursuant to subsection (b) below, of the revenues actually received by Pipeline, net of variable costs reflected in Pipeline's rates as approved by FERC, attributable to the following ((i)-(ii) below (collectively referred to as "Eligible Revenues"): (i) charges for interruptible transportation service under Rate Schedule IT-1 for service on the Extension, to be reflected in the Pipeline FERC Gas Tariff on the recourse rate sheets for interruptible service on the Extension that may exist from time to time; and (ii) reservation rates and commodity charges applicable to service under backhaul transportation agreements (contracts where the contractual direction of movement on the mainline is at all times in a direction opposite to the actual flow of

gas in the pipeline) under Rate Schedule FT-1 for service on the Extension. The credit for the revenues specified in (i) above will be in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(b) Pipeline will calculate and record, on a monthly basis, appropriate deferred credit entries reflecting the amount of Customer's pro-rata share of the Eligible Revenues. Such pro rata share will be determined based on the ratio of Customer's MDQ to the aggregate MDQ for service agreements under Rate Schedule FT-1 for service on the Project at the maximum incremental recourse rate, service agreements under Rate Schedule FT-1 for service on the Extension at the maximum incremental recourse rate, and service agreements under Rate Schedule FT-1 for service on the Project or the Extension at negotiated rates that specifically provide for eligibility for credits of such Eligible Revenues ("Pro Rata Share"). For any twelve month period ending June 30 in which the cumulative annual revenues from service agreements under Rate Schedule FT-1 for service on the Project ("Cumulative Annual Revenues") equal or exceed $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, that is equal to fifty percent (50%) of Customer's Pro Rata Share of the Eligible Revenues actually received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues plus any Eligible Revenues are less than or equal to $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to zero percent (0%) of Customer's Pro Rata Share of the Eligible Revenues received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues are less than $151.1 million, but the Cumulative Annual Revenues plus any Eligible Revenues are greater than $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to fifty percent (50%) of Customer's Pro Rata Share of the amount by which the Cumulative Annual Revenues plus any Eligible Revenues exceed the $151.1 million received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(c) Negotiated or Discounted Service. Should Pipeline provide service under an interruptible service agreement or a backhaul service agreement that results in Eligible Revenues in accordance with subsection (a) above, but at a rate that is less than the maximum charge for service under Rate Schedule IT-1 on the Extension, or the maximum applicable Rate Schedule FT-1 recourse rate for service on the Extension, respectively, Pipeline will determine Customer's pro rata share of 50% of Eligible Revenues based on a calculation using the maximum charge under Rate Schedule IT-1 for service on the Extension, or maximum applicable Rate Schedule FT-1 recourse rate; provided that each Customer's pro rata share of the Eligible Revenues will be calculated on an individual contract basis so that in no event will Pipeline be required to credit Customer an amount that exceeds Customer's pro rata share of Eligible Revenues actually received by Pipeline.

Primary Receipt Point:

78200 - AGT MAINLINE (NJ-NY) - MDRO 37; 78201 - MAHWAH - MDRO 37; 78214 - RAMAPO - MDRO 37 Dth/d, exclusive of fuel, at any and all points, with the sum of MDROs at all points not exceeding 37 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 37 Dth/d.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Pipeline's currently effective FERC Gas Tariff for Rate Schedule FT-1, New Jersey-New York Expansion Project.

FOOTNOTES:

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

2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within Market Zone 3.

3/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this Negotiated Rate Agreement in accordance with GT&C Section 31 of Pipeline’s FERC Gas Tariff.

~~Reserved for Future Use~~STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: MAYFLOWER POWER & GAS LLC

Service Agreement: Contract No. 8968644

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 02/01/2021, and continues until and including 10/31/2021.

Rate Schedule: FT-1, New Jersey-New York Expansion Project

MDQ: 100 dth/d

Reservation Rate: Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 3.14 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dth, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Negotiated Rate Term.

Usage and Other Charges: Customer will pay a negotiated usage charge of zero for all quantities of gas transported under Contract No. 8968644 within or outside the transportation path. Customer also agrees to pay the incremental recourse Applicable Shrinkage Percentage for the Project (including lost and unaccounted for gas) applicable to service under Contract No. 8968644 as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism, and to pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA mechanism applicable to Contract No. 8968644. In addition, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge and 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 rates applicable to Contract No. 8968644. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968644 to the extent that Customer uses the Contract No. 8968644 for service outside the primary contract path and such surcharge is applicable to such out-of-path transportation. Notwithstanding the foregoing, Customer may oppose the approval by FERC of any proposed surcharge.

Revenue Credit: (a) For each twelve month period ending June 30, Pipeline will credit Customer a share, determined pursuant to subsection (b) below, of the revenues actually received by Pipeline, net of variable costs reflected in Pipeline's rates as approved by FERC, attributable to the following ((i)-(ii) below (collectively referred to as "Eligible Revenues"): (i) charges for interruptible transportation service under Rate Schedule IT-1 for service on the Extension, to be reflected in the Pipeline FERC Gas Tariff on the recourse rate sheets for interruptible service on the Extension that may exist from time to time; and (ii) reservation rates and commodity charges applicable to service under backhaul transportation agreements (contracts where the contractual direction of movement on the mainline is at all times in a direction opposite to the actual flow of

gas in the pipeline) under Rate Schedule FT-1 for service on the Extension. The credit for the revenues specified in (i) above will be in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(b) Pipeline will calculate and record, on a monthly basis, appropriate deferred credit entries reflecting the amount of Customer's pro-rata share of the Eligible Revenues. Such pro rata share will be determined based on the ratio of Customer's MDQ to the aggregate MDQ for service agreements under Rate Schedule FT-1 for service on the Project at the maximum incremental recourse rate, service agreements under Rate Schedule FT-1 for service on the Extension at the maximum incremental recourse rate, and service agreements under Rate Schedule FT-1 for service on the Project or the Extension at negotiated rates that specifically provide for eligibility for credits of such Eligible Revenues ("Pro Rata Share"). For any twelve month period ending June 30 in which the cumulative annual revenues from service agreements under Rate Schedule FT-1 for service on the Project ("Cumulative Annual Revenues") equal or exceed $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, that is equal to fifty percent (50%) of Customer's Pro Rata Share of the Eligible Revenues actually received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues plus any Eligible Revenues are less than or equal to $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to zero percent (0%) of Customer's Pro Rata Share of the Eligible Revenues received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff. For any twelve month period ending June 30 in which the Cumulative Annual Revenues are less than $151.1 million, but the Cumulative Annual Revenues plus any Eligible Revenues are greater than $151.1 million, Pipeline will provide a credit to Customer's invoice, on an annual basis, equal to fifty percent (50%) of Customer's Pro Rata Share of the amount by which the Cumulative Annual Revenues plus any Eligible Revenues exceed the $151.1 million received by Pipeline during that prior twelve month period in accordance with GT&C Section 15 of Pipeline's FERC Gas Tariff.

(c) Negotiated or Discounted Service. Should Pipeline provide service under an interruptible service agreement or a backhaul service agreement that results in Eligible Revenues in accordance with subsection (a) above, but at a rate that is less than the maximum charge for service under Rate Schedule IT-1 on the Extension, or the maximum applicable Rate Schedule FT-1 recourse rate for service on the Extension, respectively, Pipeline will determine Customer's pro rata share of 50% of Eligible Revenues based on a calculation using the maximum charge under Rate Schedule IT-1 for service on the Extension, or maximum applicable Rate Schedule FT-1 recourse rate; provided that each Customer's pro rata share of the Eligible Revenues will be calculated on an individual contract basis so that in no event will Pipeline be required to credit Customer an amount that exceeds Customer's pro rata share of Eligible Revenues actually received by Pipeline.

Primary Receipt Point:
(1) 78200 - AGT MAINLINE (NJ-NY) - MDRO 59; 78201 - MAHWAH - MDRO 59; 78214 - RAMAPO - MDRO 59 Dth/d, exclusive of fuel, at any and all points in (1); (2)

Lambertville: MDRO of 59 Dth/d, exclusive of fuel; with the sum of MDROs at (1) not exceeding 59 on any day with the sum of (1) and (2) on any day not exceeding 100 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 100 Dth/d.

Recourse Rate(s): The Recourse Rate(s) applicable to this service is the maximum rate(s) stated in Pipeline's currently effective FERC Gas Tariff for Rate Schedule FT-1, New Jersey-New York Expansion Project.

FOOTNOTES:

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

2/ The negotiated rate is applicable for receipts and deliveries at any receipt and delivery point on Pipeline's system within Market Zone 3.

CERTIFICATE OF SERVICE

I hereby certify that I have electronically served the foregoing document upon customers of Texas Eastern Transmission, LP and interested state commissions that have requested electronic service.

Dated at Houston, Texas this 28th day of January, 2021.

/s/ Gina Gray

Gina Gray
On behalf of
Texas Eastern Transmission, LP