



Texas Eastern Transmission, LP  
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February 11, 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<sup>1</sup> and Section 154.204 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission") promulgated thereunder,<sup>2</sup> 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 March 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 Nextera Energy Marketing, LLC ("Nextera") for firm transportation service under Rate Schedule FT-1 (TEAM 2014 Project Facilities).

On March 30, 2020, Texas Eastern submitted a filing to the Commission in Docket No. RP20-698-000 to implement a negotiated rate transaction reflected in the Statement of Negotiated Rates for Nextera's Contract No. 911729 ("Contract No. 911729") for firm transportation under Rate Schedule FT-1 (TEAM 2014 Project Facilities) which was accepted for filing by the Commission.<sup>3</sup> Texas Eastern and Nextera have recently entered into an amended negotiated rate agreement consisting of a one-page letter agreement and a new Statement of Negotiated Rates for Contract No. 911729 (see Appendix B) which commences on March 1, 2021. This Statement of Negotiated Rates will supersede and replace the currently effective Statement of Negotiated Rates for Contract No. 911729. In addition, Texas Eastern has entered into two new negotiated rate transactions with Nextera for firm transportation service under Rate Schedule FT-1 (TEAM 2014 Project Facilities).

Texas Eastern has executed letter agreements with Nextera, attached hereto as Appendix B, which have 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 agreements. The substantive provisions of the *pro forma* Statement of Negotiated Rates attached to the letter

<sup>1</sup> 15 U.S.C. § 717c (2018).

<sup>2</sup> 18 C.F.R. § 154.204 (2020).

<sup>3</sup> *Texas Eastern Transmission, LP*, Docket No. RP20-698-000 (issued April 20, 2020).

agreements are identical to the provisions in the negotiated rate agreements with Nextera in all respects.

Texas Eastern submits herewith the proposed tariff records listed in Appendix A, to be effective March 1, 2021, to reflect Nextera's negotiated rate agreements containing provisions that are identical to the Statement of Negotiated Rates attached to the letter agreements.

### **PROPOSED EFFECTIVE DATE**

Texas Eastern proposes an effective date of March 1, 2021, for the tariff records filed herein. Texas Eastern respectfully requests a waiver of the notice requirement 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.

### **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 are 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  
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Email: berk.donaldson@enbridge.com

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**

<b><u>Version</u></b>	<b><u>Section (Description &amp; Title)</u></b>
4.0.0	16. Nextera - contract 911771
2.0.0	35. Nextera - contract 911729
6.0.0	42. Nextera - contract 911772

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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911771

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including October 31, 2036 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911771.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay

the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. NATIONAL GRID METRO NY, GOETHALS RD., STATEN ISLAND, RICHMO (Meter No. 74058); with MDDO of 25,000 Dth) (the “Goethals Point”)

**Transportation Path Quantities:**

- A. 25,000 Dth/d from the Braden Run Point generally eastward to the Goethals Point

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

**FOOTNOTES:**

- 1/ This negotiated rate agreement is part of a conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911771 up to Customer’s MDQ specified above, and using the points designated herein and secondary points in Zones M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline’s FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline’s intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement , unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer agree that Contract No. 911771 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.

- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
  
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911729

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2024 (“Primary Term”), and from November 15, 2024 through and including November 14, 2029 (“Extended Term”) .

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 250,000 Dth/d for the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDQ as may be in effect as a result of Customer exercising its extension option under Contract No. 911729.

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276 from March 1, 2021 through the end of the Extended Term. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911729.



B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 250,000 Dth during the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) ("Braden Run Point")
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729)
- C. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729)

**Primary Delivery Points:**

- A. ALGONQUIN - LAMBERTVILLE, NJ (Meter No. 70087); (with MDDO of 125,000 Dth during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "AGT Lambertville Point")
- B. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "SESH Point")
- C. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 41,667 Dth during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) ("Egan Point")

**Transportation Path Quantities:**

- A. 125,000 Dth/d from the Braden Run Point generally eastward to the AGT Lambertville Point during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;
- B. 83,333 Dth/d from the Braden Run Point generally westward and southward to the SESH Point during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;

- C. 41,667 Dth/d from the Braden Run Point generally westward and southward to the Egan Point during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a non-conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911729 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1, M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer have agreed to provisions in Contract No. 911729 pursuant to which Customer has extended the Primary Term for an MDQ of 25,000 Dth/d and Customer shall have a one-time option to be exercised, if ever, on or before twelve (12) months prior to the end of the initial Primary Term, to extend the Primary Term for the remaining capacity by five (5) years. With respect to the quantities for which Customer extends the Primary Term, the Contract No. 911729 shall be a ROFR Agreement and will remain a ROFR Agreement following the end of the Extended Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31

of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911772

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2029 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911772.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay

the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 16,667 Dth) (the “SESH Point”)
- B. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 8,333 Dth) (“Egan Point”)

**Transportation Path Quantities:**

- A. 16,667 Dth/d from the Braden Run Point generally westward and southward to the SESH Point
- B. 8,333 Dth/d from the Braden Run Point generally westward and southward to the Egan Point.

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

**FOOTNOTES:**

- 1/ This negotiated rate agreement is part of a conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911772 up to Customer’s MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1 and M2; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline’s FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline’s intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement , unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-

- 1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer agree that Contract No. 911772 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

~~Reserved for Future Use~~ **STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4 /5**

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911771

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including October 31, 2036 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911771.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay

the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. NATIONAL GRID METRO NY, GOETHALS RD., STATEN ISLAND, RICHMO (Meter No. 74058); with MDDO of 25,000 Dth) (the “Goethals Point”)

**Transportation Path Quantities:**

- A. 25,000 Dth/d from the Braden Run Point generally eastward to the Goethals Point

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

**FOOTNOTES:**

- 1/ This negotiated rate agreement is part of a conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911771 up to Customer’s MDQ specified above, and using the points designated herein and secondary points in Zones M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline’s FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline’s intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement , unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer agree that Contract No. 911771 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.



- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
  
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

**~~STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5~~**

Customer Name: ~~Nextera Energy Marketing, LLC~~

Service Agreement: ~~911729~~

Term of Negotiated Rate: ~~The term of this negotiated rate commences on April 1, 2020 and continues through and including November 14, 2024 (“Primary Term”), unless Customer exercises its one-time option as outlined in footnote 3.~~

Rate Schedule: ~~FT-1 (TEAM 2014 Project Facilities)~~

MDQ: ~~300,000 Dth/d~~

Reservation Rate: ~~During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.~~

Usage Rate: ~~During the Primary Term, shall be as follows:~~

~~A.—~~

~~(1) The Usage 1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage 1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage 1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC approved cost recovery mechanisms as described in footnote 4 below.~~

~~(2) The Usage 2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage 2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage 2 charge, and~~

~~(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved charges and surcharges applicable to Customer’s Contract No. 911729.~~

~~B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay~~

~~the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.~~

**Primary Receipt Points:**

- ~~A. EQT BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 300,000 Dth) (“Braden Run Point”)~~
- ~~A. EQT JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 100,000 Dth)~~
- ~~A. EQT MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 100,000 Dth)~~

**Primary Delivery Points:**

- ~~A. ALGONQUIN LAMBERTVILLE, NJ (Meter No. 70087); (with MDDO of 125,000 Dth) (the “AGT Lambertville Point”)~~
- ~~A. NATIONAL GRID METRO NY, GOETHALS RD., STATEN ISLAND, RICHMO (Meter No. 74058); with MDDO of 25,000 Dth) (the “Goethals Point”)~~
- ~~A. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 100,000 Dth) (the “SESH Point”)~~
- ~~A. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 50,000 Dth) (“Egan Point”)~~

**Primary Firm Path:**

- ~~A. 150,000 Dth/d from the Braden Run Point generally eastward to the AGT Lambertville Point~~
- ~~B. 25,000 Dth/d from the AGT Lambertville Point generally eastward to the Goethals Point~~
- ~~C. 100,000 Dth/d from the Braden Run Point generally westward and southward to the SESH Point~~
- ~~D. 50,000 Dth/d from the Braden Run Point generally westward and southward to the Egan Point.~~

~~**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).~~

**FOOTNOTES:**

- ~~1/ This negotiated rate agreement is part of a non-conforming Service Agreement.~~
- ~~2/ This negotiated rate shall apply only to service under Contract No. 911729 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1, M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions~~

~~of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.~~

~~3/ Texas Eastern and Customer agree that Customer shall have a one time option to be exercised, if ever, on or before twelve (12) months prior to the end of the initial Primary Term, to extend the Primary Term by five (5) years. In the event Customer extends the Primary Term by five (5) years, the Contract No. 911729 shall be a ROFR Agreement and will remain a ROFR Agreement following the end of the Negotiated Rate Term.~~

~~4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.~~

~~5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.~~ STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911729

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2024 ("Primary Term"), and from November 15, 2024 through and including November 14, 2029 ("Extended Term") .

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 250,000 Dth/d for the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDQ as may be in effect as a result of Customer exercising its extension option under Contract No. 911729.

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276 from March 1, 2021 through the end of the Extended Term. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911729.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 250,000 Dth during the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer’s exercise of its extension option under Contract No. 911729) (“Braden Run Point”)
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer’s exercise of its extension option under Contract No. 911729)

C. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729)

**Primary Delivery Points:**

- A. ALGONQUIN - LAMBERTVILLE, NJ (Meter No. 70087); (with MDDO of 125,000 Dth during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "AGT Lambertville Point")
- B. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "SESH Point")
- C. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 41,667 Dth during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) ("Egan Point")

**Transportation Path Quantities:**

- A. 125,000 Dth/d from the Braden Run Point generally eastward to the AGT Lambertville Point during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;
- B. 83,333 Dth/d from the Braden Run Point generally westward and southward to the SESH Point during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;
- C. 41,667 Dth/d from the Braden Run Point generally westward and southward to the Egan Point during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

**FOOTNOTES:**

1/ This negotiated rate agreement is part of a non-conforming Service Agreement.

2/ This negotiated rate shall apply only to service under Contract No. 911729 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1, M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions

of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.

- 3/ Texas Eastern and Customer have agreed to provisions in Contract No. 911729 pursuant to which Customer has extended the Primary Term for an MDQ of 25,000 Dth/d and Customer shall have a one-time option to be exercised, if ever, on or before twelve (12) months prior to the end of the initial Primary Term, to extend the Primary Term for the remaining capacity by five (5) years. With respect to the quantities for which Customer extends the Primary Term, the Contract No. 911729 shall be a ROFR Agreement and will remain a ROFR Agreement following the end of the Extended Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

**~~Reserved for Future Use~~ STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/ 5**

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911772

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2029 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911772.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay



the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 16,667 Dth) (the “SESH Point”)
- B. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 8,333 Dth) (“Egan Point”)

**Transportation Path Quantities:**

- A. 16,667 Dth/d from the Braden Run Point generally westward and southward to the SESH Point
- B. 8,333 Dth/d from the Braden Run Point generally westward and southward to the Egan Point.

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

**FOOTNOTES:**

1/ This negotiated rate agreement is part of a conforming Service Agreement.

2/ This negotiated rate shall apply only to service under Contract No. 911772 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1 and M2; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-

- 1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer agree that Contract No. 911772 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

**TEXAS EASTERN TRANSMISSION, LP**

**APPENDIX B**

**NEGOTIATED RATE AGREEMENT**

February 3, 2021

Todd Zerecheck  
NextEra Energy Marketing, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408

Re: Rate Schedule FT-1 Service Agreement (Contract No. 911729) Negotiated Rate

Dear Mr. Zerecheck,

By this transmittal letter, Texas Eastern Transmission, LP (“Texas Eastern”) and NextEra Energy Marketing, LLC (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 Service Agreement.

Texas Eastern 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 Texas Eastern and Customer, Texas Eastern shall file a statement of Negotiated Rates with the Commission containing rate-related provisions identical to those provisions on the attachment in accordance with Section 29 of the General Terms and Conditions of the Texas Eastern tariff.

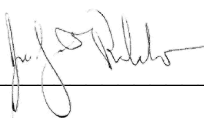
If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the spaced provided below and returning an original signed copy to the undersigned.

Sincerely,

Texas Eastern Transmission, LP  
By its General Partner  
Spectra Energy Transmission Services, LLC



ACCEPTED AND AGREED TO  
THIS 3rd DAY OF FEBRUARY 2021  
NextEra Energy Marketing, LLC



Name: Jeffrey Palumbo  
Title: Vice President



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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911729

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2024 (“Primary Term”), and from November 15, 2024 through and including November 14, 2029 (“Extended Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 250,000 Dth/d for the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDQ as may be in effect as a result of Customer exercising its extension option under Contract No. 911729.

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276 from March 1, 2021 through the end of the Extended Term. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911729.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay the maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 250,000 Dth during the Primary Term; and for the Extended Term (i) 25,000 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) ("Braden Run Point")
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729)
- C. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDRO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729)

**Primary Delivery Points:**

- A. ALGONQUIN - LAMBERTVILLE, NJ (Meter No. 70087); (with MDDO of 125,000 Dth during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "AGT Lambertville Point")
- B. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 83,333 Dth during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) (the "SESH Point")
- C. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 41,667 Dth during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other MDDO as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729) ("Egan Point")

**Transportation Path Quantities:**

- A. 125,000 Dth/d from the Braden Run Point generally eastward to the AGT Lambertville Point during the Primary Term; and for the Extended Term (i) 12,500 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;
- B. 83,333 Dth/d from the Braden Run Point generally westward and southward to the SESH Point during the Primary Term; and for the Extended Term (i) 8,333 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729;

- C. 41,667 Dth/d from the Braden Run Point generally westward and southward to the Egan Point during the Primary Term; and for the Extended Term (i) 4,167 Dth/d or (ii) such other Transportation Path Quantities as may be in effect as a result of Customer's exercise of its extension option under Contract No. 911729

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a non-conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911729 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1, M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer have agreed to provisions in Contract No. 911729 pursuant to which Customer has extended the Primary Term for an MDQ of 25,000 Dth/d and Customer shall have a one-time option to be exercised, if ever, on or before twelve (12) months prior to the end of the initial Primary Term, to extend the Primary Term for the remaining capacity by five (5) years. With respect to the quantities for which Customer extends the Primary Term, the Contract No. 911729 shall be a ROFR Agreement and will remain a ROFR Agreement following the end of the Extended Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described

under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.



January 27, 2021

Todd Zerecheck  
NextEra Energy Marketing, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408

Re: Rate Schedule FT-1 Service Agreement (Contract No. 911771) Negotiated Rate

Dear Mr. Zerecheck,

By this transmittal letter, Texas Eastern Transmission, LP (“Texas Eastern”) and NextEra Energy Marketing, LLC (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 Service Agreement.

Texas Eastern 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 Texas Eastern and Customer, Texas Eastern shall file a statement of Negotiated Rates with the Commission containing rate-related provisions identical to those provisions on the attachment in accordance with Section 29 of the General Terms and Conditions of the Texas Eastern tariff.

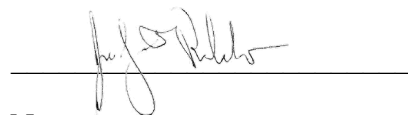
If the foregoing accurately sets forth your understanding of the matter covered herein, please so indicate by having a duly authorized representative sign in the spaced provided below and returning an original signed copy to the undersigned.

Sincerely,

Texas Eastern Transmission, LP  
By its General Partner  
Spectra Energy Transmission Services, LLC



ACCEPTED AND AGREED TO  
THIS 28th DAY OF JANUARY 2021  
NextEra Energy Marketing, LLC



Name: Jeffrey Palumbo  
Title: Vice President



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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911771

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including October 31, 2036 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911771.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay the

maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - JEFFERSON, GREENE CO., PA. (Meter No. 73713); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. NATIONAL GRID METRO NY, GOETHALS RD., STATEN ISLAND, RICHMO (Meter No. 74058); with MDDO of 25,000 Dth) (the “Goethals Point”)

**Transportation Path Quantities:**

- A. 25,000 Dth/d from the Braden Run Point generally eastward to the Goethals Point

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911771 up to Customer’s MDQ specified above, and using the points designated herein and secondary points in Zones M2 and M3; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline’s FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline’s intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement , unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline’s maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.
- 3/ Texas Eastern and Customer agree that Contract No. 911771 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.

- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
  
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.

February 2, 2021

Todd Zerecheck  
NextEra Energy Marketing, LLC  
700 Universe Blvd.  
Juno Beach, FL 33408

Re: Rate Schedule FT-1 Service Agreement (Contract No. 911772) Negotiated Rate

Dear Mr. Zerecheck,

By this transmittal letter, Texas Eastern Transmission, LP (“Texas Eastern”) and NextEra Energy Marketing, LLC (“Customer”) are implementing a negotiated rate applicable to service under the above-referenced Rate Schedule FT-1 Service Agreement.

Texas Eastern 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 Texas Eastern and Customer, Texas Eastern shall file a statement of Negotiated Rates with the Commission containing rate-related provisions identical to those provisions on the attachment in accordance with Section 29 of the General Terms and Conditions of the Texas Eastern 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 spaced provided below and returning an original signed copy to the undersigned.

Sincerely,

Texas Eastern Transmission, LP  
By its General Partner  
Spectra Energy Transmission Services, LLC



ACCEPTED AND AGREED TO  
THIS 2nd DAY OF FEBRUARY 2021  
NextEra Energy Marketing, LLC



Name: Jeffrey Palumbo  
Title: Vice President



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

Customer Name: Nextera Energy Marketing, LLC

Service Agreement: 911772

Term of Negotiated Rate: The term of this negotiated rate commences on March 1, 2021 and continues through and including November 14, 2029 (“Primary Term”).

Rate Schedule: FT-1 (TEAM 2014 Project Facilities)

MDQ: 25,000 Dth/d

Reservation Rate: During the Primary Term, Customer shall pay a “Negotiated Reservation Rate” equal to a fixed monthly Reservation Charge of \$10.8276. Such Negotiated Reservation Rate shall be stated per Dth, per month of Customer’s MDQ under the Service Agreement.

Usage Rate: During the Primary Term, shall be as follows:

A.

(1) The Usage-1 charge shall be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-1 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day. The Usage-1 charge will be adjusted only pursuant to (1) Pipeline’s Applicable Shrinkage Adjustment (“ASA”) mechanism, and (2) any other applicable FERC-approved cost recovery mechanisms as described in footnote 4 below.

(2) The Usage-2 charge will be the maximum applicable Rate Schedule FT-1 (TEAM 2014 Project Facilities) recourse Usage-2 charge multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day that qualifies under Texas Eastern’s Rate Schedule FT-1 for the Usage-2 charge, and

(3) Customer shall also pay the applicable ACA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities), the ASA charge equal to the applicable ASA charge under Texas Eastern’s Rate Schedule FT-1 (TEAM 2014 Project Facilities) (as calculated based upon the Commission approved ASA methodology and/or application of any Commission approved tracking mechanism) and all other FERC approved usage charges and usage surcharges applicable to Customer’s Contract No. 911772.

B. Notwithstanding anything in this negotiated rate agreement to the contrary, in the event that Customer desires transportation under the Service Agreement on any facilities or to or from any points related to other incremental projects, such service shall be available to Customer on a not unduly discriminatory basis, to the extent, but not otherwise, that Customer elects to pay the

maximum applicable incremental recourse rate charges, access charge(s), surcharge(s) and fuel which apply to service on such facilities or to or from such points.

**Primary Receipt Points:**

- A. EQT - BRADEN RUN, GREENE CO., PA. (Meter No. 73706); (with MDRO of 25,000 Dth) (“Braden Run Point”)
- B. EQT - /MORRIS II, GREENE CO., PA. (Meter No. 73705); (with MDRO of 16,667 Dth)

**Primary Delivery Points:**

- A. SESH (D73584/R73583) (Meter No. 75583); (with MDDO of 16,667 Dth) (the “SESH Point”)
- B. EGAN GAS STORAGE (73331 INJ/73332 WD) (Meter No. 75332); (with MDDO of 8,333 Dth) (“Egan Point”)

**Transportation Path Quantities:**

- A. 16,667 Dth/d from the Braden Run Point generally westward and southward to the SESH Point
- B. 8,333 Dth/d from the Braden Run Point generally westward and southward to the Egan Point.

**Recourse Rate(s):** The Recourse Rate(s) applicable to this service is the maximum rate(s) stated on Texas Eastern's currently effective Statement of Rates for Rate Schedule FT-1 (TEAM 2014 Project Facilities).

FOOTNOTES:

- 1/ This negotiated rate agreement is part of a conforming Service Agreement.
- 2/ This negotiated rate shall apply only to service under Contract No. 911772 up to Customer's MDQ specified above, and using the points designated herein and secondary points in Zones WLA, ELA, M1 and M2; provided, if Customer changes its primary points listed above without the written approval of Pipeline to continue the negotiated rate (or the MDROs or MDDOs associated with such points) pursuant to the provisions of Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this negotiated rate by providing Customer with written notice of Pipeline's intent to terminate the negotiated rate and, in such case, this negotiated rate shall terminate and Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for the remaining term of the Service Agreement , unless and until otherwise agreed in writing between Customer and Pipeline; provided, further that following the term of this negotiated rate as such term is described above, Pipeline's maximum recourse rates referenced above for service under Rate Schedule FT-1 (TEAM 2014 Project Facilities) shall apply for any remaining term under the Service Agreement.

- 3/ Texas Eastern and Customer agree that Contract No. 911772 is a ROFR Agreement and will remain a ROFR Agreement following the end of the Primary Term.
- 4/ Customer agrees to pay the applicable ACA surcharge and any existing and any future surcharge or other charge approved by FERC 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 this FT-1 Service Agreement and which surcharge or other charge is designed to recover costs that are incurred due to a mandate from FERC or any other governmental entity.
- 5/ During the term of this Negotiated Rate Agreement, Customer is entitled to a Reservation Charge Adjustment if (i) Customer meets all of the requirements set forth in Section 31 of the GT&C of Texas Eastern's FERC Gas Tariff, and (ii) none of the exclusions as described under Section 31.3 of the GT&C of Texas Eastern's FERC Gas Tariff are applicable to such Customer.



**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 11<sup>th</sup> day of February, 2021.

*/s/ Gina Gray*

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Gina Gray  
On behalf of  
Texas Eastern Transmission, LP