



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

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March 1, 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 Act¹ 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 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 customers 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. The customers 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 the replacement customers 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 March 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.

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

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* 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
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* 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

<u>Version</u>	<u>Section (Description & Title)</u>
0.0.0	14.41 Aggressive Energy - contract 8968858
7.0.0	31.29 Aggressive Energy - contract 8969001
10.0.0	53.1 Eco-Energy - contract 8969125

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: AGGRESSIVE ENERGY LLC

Service Agreement: Contract No. 8968858

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 03/01/2021, and continues until and including 10/31/2021.

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

MDQ: 1019 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. 8968858 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. 8968858 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. 8968858. 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. 8968858. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968858 to the extent that Customer uses the Contract No. 8968858 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 1019; 78201 - MAHWAH - MDRO 1019;
78214 - RAMAPO - MDRO 1019 Dth/d, exclusive of fuel, at any and all points, with the
sum of MDROs at all points not exceeding 1019 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 1019 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: AGGRESSIVE ENERGY LLC

Service Agreement: Contract No. 8969001

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 03/01/2021, and continues until and including 10/31/2021.

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

MDQ: 2783 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. 8969001 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. 8969001 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. 8969001. 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. 8969001. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8969001 to the extent that Customer uses the Contract No. 8969001 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 1637; 78201 - MAHWAH - MDRO 1637; 78214 - RAMAPO - MDRO 1637 Dth/d, exclusive of fuel, at any and all points in (1);

(2) Lambertville: MDRO of 1637 Dth/d, exclusive of fuel; with the sum of MDROs at (1) not exceeding 1637 on any day with the sum of (1) and (2) on any day not exceeding 2783 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 2783 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/ 3/ 4/

Customer Name: ECO-ENERGY NATURAL GAS, LLC

Service Agreement: 8969125

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 03/01/2021 and continues until and including 03/31/2021 ("Negotiated Rate Term").

Primary Receipt Point(s): 79975 - UNIONTOWN WEST - MDRO 100000

Primary Delivery Point(s): 74215 - TEXAS GAS TRANSMISSION LLC - LEBANON, OH - MDDO 100000

Rate Schedule: FT-1 (Lebanon Extension Project Facilities)

MDQ: 100000 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 Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage-1 charge equal to the applicable, Commission-approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage-1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage-1 maximum recourse rates go into effect as a result of Pipeline filing a general NGA Section 4 rate proceeding after the Service Commencement Date.

Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.

Footnotes:

1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.

2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8969125 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1 (Lebanon Extension Project Facilities) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.

3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.

4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/ 2/

Customer Name: AGGRESSIVE ENERGY LLC

Service Agreement: Contract No. 8968858

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 03/01/2021, and continues until and including 10/31/2021.

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

MDQ: 1019 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. 8968858 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. 8968858 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. 8968858. 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. 8968858. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8968858 to the extent that Customer uses the Contract No. 8968858 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 1019; 78201 - MAHWAH - MDRO 1019; 78214 - RAMAPO - MDRO 1019 Dth/d, exclusive of fuel, at any and all points, with the sum of MDROs at all points not exceeding 1019 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 1019 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: AGGRESSIVE ENERGY LLC

Service Agreement: Contract No. 8969001

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 03/01/2021, and continues until and including 10/31/2021.

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

MDQ: 2783 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. 8969001 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. 8969001 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. 8969001. 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. 8969001. Customer also agrees to pay any FERC-approved Pipeline-specific surcharge applicable to Contract No. 8969001 to the extent that Customer uses the Contract No. 8969001 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 1637; 78201 - MAHWAH - MDRO 1637; 78214 - RAMAPO - MDRO 1637 Dth/d, exclusive of fuel, at any and all points in (1);

(2) Lambertville: MDRO of 1637 Dth/d, exclusive of fuel; with the sum of MDROs at (1) not exceeding 1637 on any day with the sum of (1) and (2) on any day not exceeding 2783 Dth/d, exclusive of fuel.

Primary Delivery Point: 73722 - CONED-MANHATTAN DELIVERY - MDDO 2783 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 1/2/3/4/~~

~~Customer Name: ECO ENERGY NATURAL GAS, LLC~~

~~Service Agreement: 8968710~~

~~Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 02/01/2021 and continues until and including 02/28/2021 ("Negotiated Rate Term").~~

~~Primary Receipt Point(s): 79975—UNIONTOWN WEST—MDRO 100000~~

~~Primary Delivery Point(s): 74215—TEXAS GAS TRANSMISSION LLC —LEBANON, OH—MDDO 100000~~

~~Rate Schedule: FT-1 (Lebanon Extension Project Facilities)~~

~~MDQ: 100000 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 Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage-1 charge equal to the applicable, Commission approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage-1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage-1 maximum recourse rates go into effect as a result of Pipeline~~

~~filing a general NGA Section 4 rate proceeding after the Service Commencement Date.~~

~~Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the~~

~~incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.~~

~~Footnotes:~~

~~1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.~~

~~2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8968710 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1~~

~~(Lebanon Extension Project Facilities) service shall apply for the remaining term of the~~

~~Service Agreement, unless and until otherwise agreed in writing between Customer and~~

~~Pipeline.~~

~~3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.~~

~~4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff.~~ STATEMENT OF NEGOTIATED RATES 1/ 2/ 3/ 4/

Customer Name: ECO-ENERGY NATURAL GAS, LLC

Service Agreement: 8969125

Term of Negotiated Rate: The term of this Negotiated Rate Agreement commences on 03/01/2021 and continues until and including 03/31/2021 ("Negotiated Rate Term").

Primary Receipt Point(s): 79975 - UNIONTOWN WEST - MDRO 100000

Primary Delivery Point(s): 74215 - TEXAS GAS TRANSMISSION LLC - LEBANON, OH - MDDO 100000

Rate Schedule: FT-1 (Lebanon Extension Project Facilities)

MDQ: 100000 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 Rate: During the term of this Negotiated Rate Agreement, Customer shall pay a Usage-1 charge equal to the applicable, Commission-approved, Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge, which rate may change from time to time, including on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day; provided that, the Usage-1 Charge shall be equal to the Rate Schedule FT-1 (Lebanon Extension Project Facilities) maximum recourse Usage-1 charge proposed by Pipeline in its certificate application filed in Docket No. CP16-3-000 (for clarity, \$0.00), as may be adjusted on a periodic basis in connection with Pipeline's ASA mechanism pursuant to Section 15 of the General Terms and Conditions of Pipeline's Tariff, multiplied by the quantity of gas, in Dekatherms, delivered during the applicable Day, until the date that revised Rate Schedule FT-1 (Lebanon Extension Project Facilities) Usage-1 maximum recourse rates go into effect as a result of Pipeline filing a general NGA Section 4 rate proceeding after the Service Commencement Date.

Fuel: During the term of this Negotiated Rate Agreement, Customer shall pay the incremental recourse Applicable Shrinkage Percentage (including Lost and Unaccounted For Gas) applicable to service under Rate Schedule FT-1 (Lebanon Extension Project Facilities) as

effective from time to time under Pipeline's Applicable Shrinkage Adjustment ("ASA") mechanism and shall pay Pipeline for all fuel related surcharges, and Pipeline agrees to credit Customer for all fuel related credits, pursuant to Pipeline's ASA and electric power cost ("EPC") tracker mechanisms applicable to the Service Agreement.

Footnotes:

1/ This Negotiated Rate Agreement is part of a conforming Service Agreement.

2/ This Negotiated Rate Agreement shall apply only to service under Contract No. 8969125 using the primary points designated herein and secondary points available to this Service Agreement in accordance with Pipeline's FERC Gas Tariff provided if Customer changes any of the primary points listed above (or the MDROs or MDDOs associated with such points), pursuant to the provisions of the Pipeline's FERC Gas Tariff, Pipeline shall have the option to terminate this Negotiated Rate Agreement by providing Customer with written notice of Pipeline's intent to terminate this Negotiated Rate Agreement and, in such case, this Negotiated Rate Agreement shall terminate effective upon such written notice by Pipeline and thereafter Pipeline's maximum recourse rate(s) for Rate Schedule FT-1 (Lebanon Extension Project Facilities) service shall apply for the remaining term of the Service Agreement, unless and until otherwise agreed in writing between Customer and Pipeline.

3/ During the term of this Negotiated Rate Agreement, Customer agrees to pay the applicable Annual Charge Adjustment ("ACA") surcharge. Customer also agrees to pay any surcharge or other charge pursuant to any FERC approved cost recovery mechanism of general applicability implemented in a generic proceeding or in a Pipeline specific proceeding, or any other recovery mechanism approved by FERC for the recovery of any direct or indirect costs of any kind not reflected in Pipeline's FERC approved Rate Schedule FT-1 (Lebanon Extension Project Facilities) rates, including but not limited to such costs related to pipeline safety or environmental compliance costs associated with Pipeline's operations.

4/ Pipeline and Customer agree that Customer will be eligible to receive reservation charge adjustments under this negotiated rate in accordance with GT&C Section 31 of Pipeline's FERC Gas Tariff.

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 1st day of March, 2021.

/s/ Gina Gray

Gina Gray
On behalf of
Texas Eastern Transmission, LP