

**LATE POSTING**

TSP Name: Algonquin Gas Transmission, LLC  
K Holder Name: BOSTON GAS COMPANY D/B/A NATIONAL GRID

TSP: 006951446  
K Holder Prop: 0000028966

Post Date: 08/14/2020 Post Time: 14:30:00  
Amend Rptg Desc: All Data  
K Holder: 006951586 Affil Desc: None

Svc Req K: 510798  
K Qty - K: 100000  
K Beg Date: 01/07/2017  
K End Date: 01/06/2032  
K Ent Beg Date: 01/07/2017  
K Ent End Date: 01/06/2032

Rate Sch: AFT-1  
Res Rate Basis Desc: Per month  
K Stat Desc: Amended

K End Ind: Yes

Surchg Ind Desc: Rate(s) stated include all applicable surcharges; no surcharge detail or surcharge total provided  
Mkt Based Rate Ind: No  
Ngted Rate Ind Desc: Yes

**K Ent Beg Date**      **K Ent End Date**      **Seasnl St**      **Seasnl End**      **K Qty - K**  
08/01/2020      01/06/2032                100,000

<b>Loc</b>	<b>Loc Name</b>	<b>K Qty - Loc</b>	<b>Loc/QTI Desc</b>	<b>Seasnl St</b>	<b>Seasnl End</b>	<b>K Ent Beg Date</b>	<b>K Ent End Date</b>
00018	NATIONAL GRID-BOURNE (BARNSTABLE,MA)	10,000	Delivery point(s) quantity			08/01/2020	01/06/2032
00021	NATIONAL GRID- NORWOOD (NORFOLK,MA)	2,500	Delivery point(s) quantity			01/07/2017	01/06/2032
00027	NATIONAL GRID- EVERETT (MIDDLESEX,MA)	10,000	Delivery point(s) quantity			01/07/2017	01/06/2032
00051	NATIONAL GRID-SAGAMORE (BARNSTABLE,MA)	15,000	Delivery point(s) quantity			08/01/2020	01/06/2032
00052	NATIONAL GRID-PONKAPOAG (NORFOLK,MA)	20,000	Delivery point(s) quantity			01/07/2017	01/06/2032
00057	NATIONAL GRID-WESTON (MIDDLESEX,MA)	2,500	Delivery point(s) quantity			01/07/2017	01/06/2032
00074	NATIONAL GRID-WELLESLEY (NORFOLK,MA)	5,000	Delivery point(s) quantity			01/07/2017	01/06/2032
00080	NATIONAL GRID-POLAROID (MIDDLESEX,MA)	5,000	Delivery point(s) quantity			01/07/2017	01/06/2032
00214	RAMAPO - MILLENNIUM (ROCKLAND,NY)	100,000	Receipt point(s) quantity			08/01/2020	01/06/2032
80105	WEST ROXBURY LATERAL (MAINLINE)	30,000	Delivery point(s) quantity			01/07/2017	01/06/2032

<b>K Ent Beg Date</b>	<b>K Ent End Date</b>	<b>Rec Loc</b>	<b>Rec Loc Name</b>	<b>Del Loc</b>	<b>Del Loc Name</b>	<b>Rate ID Desc</b>	<b>Max Trf Rate</b>	<b>Ref Desc</b>	<b>Rate Chgd</b>
01/07/2017	01/06/2032					Commodity	0.0069	Tariff	0.0069
01/07/2017	01/06/2032					Reservation	48.5073	Tariff	48.5073
08/01/2020	01/06/2032					Commodity	0.0069		0.0000
08/01/2020	01/06/2032					Reservation	48.5073		41.7862

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K Holder Prop: 0000028966 K Holder: 006951586 Affil Desc: None

Svc Req K: 510798

Rate Sch: AFT-1

**Terms/Notes**

## Pressure Comments:

For Meter 00018, and For effective Duration 06/18/2020 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00021, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00027, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00051, and For effective Duration 06/18/2020 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00052, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00057, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00074, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00080, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

For Meter 00214, and For effective Duration 10/22/2008 - 01/01/2200 and for Direction of Flow RECEIPT - AT ANY PRESSURE REQUESTED BY ALGONQUIN BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP).

For Meter 80105, and For effective Duration 03/10/2015 - 01/01/2200 and for Direction of Flow DELIVERY - ALGONQUIN'S LINE PRESSURE AS MAY EXIST FROM TIME TO TIME BUT NOT IN EXCESS OF ALGONQUIN'S MAXIMUM ALLOWABLE OPERATING PRESSURE (MAOP)

## Surcharge Footnote:

Maximum Tariff Rate does not include ACA & FRQ surcharge, ACA & FRQ surcharge will be charged based on Tariff provisions.

## Negotiated Rate Comments:

For Negotiated Rate effective from 08/01/2020 to 01/06/2032, for Rate Id Desc RES, for Rate Id Desc COM, for Rate Component FUEL:FUEL, STATEMENT OF NEGOTIATED RATES 1/2/4/7/

CUSTOMER NAME: BOSTON GAS COMPANY D/B/A NATIONAL GRID

SERVICE AGREEMENT: 510798

TERM OF NEGOTIATED RATE: THE TERM OF THIS NEGOTIATED RATE COMMENCES ON AUGUST 1, 2020 AND CONTINUES FOR THE PRIMARY TERM (AS SUCH TERM IS DEFINED IN CONTRACT NO. 510798). IN THE EVENT CUSTOMER EXERCISES ITS ONE-TIME OPTION TO EXTEND THE PRIMARY TERM OF CONTRACT NO. 510798 FOR UP TO 100% OF THE MDTQ, THEN (A) PIPELINE AND CUSTOMER WILL AMEND THE NEGOTIATED RATE TO REFLECT THE EXTENSION OF THE TERM OF THE NEGOTIATED RATE FOR AN ADDITIONAL (I) FIVE (5) YEARS AT A NEW NEGOTIATED RATE EQUAL TO \$34.7553 PER DTH PER MONTH OR (II) TEN (10) YEARS AT A NEW NEGOTIATED RATE EQUAL TO \$33.5660 PER DTH PER MONTH FOR THE ELECTED VOLUME, OR (B) IF CUSTOMER ELECTS TO EXTEND THE PRIMARY TERM OF CONTRACT NO. 510798 AT THE THEN-EFFECTIVE MAXIMUM RECOURSE RATE, THEN THE

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Rate Sch: AFT-1

**Terms/Notes**

TERM OF THE NEGOTIATED RATE WILL EXPIRE AT THE END OF THE PRIMARY TERM.  
 RATE SCHEDULE: AFT-1 [AIM PROJECT]  
 MDTQ: 100,000 DTH/D  
 RESERVATION RATE: CUSTOMER SHALL PAY A NEGOTIATED RESERVATION RATE OF \$41.7862 PER DTH, PER MONTH OF CUSTOMER'S MDTQ UNDER CONTRACT NO. 510798 DURING THE PRIMARY TERM THEREOF. 6/  
 COMMODITY CHARGE AND OTHER CHARGES: 5/  
 PRIMARY RECEIPT POINT: 3/  
 RAMAPO (METER NO. 00214) ∩ 100,000 DTH/D  
 PRIMARY DELIVERY POINT: 3/  
 EVERETT (METER NO. 00027) ∩ 10,000 DTH/D  
 HEAD OF W. ROXBURY LAT. (METER NO. 80105) ∩ 30,000 DTH/D WELLESLEY (METER NO. 00074) ∩ 5,000 DTH/D  
 POLAROID (METER NO. 00080) ∩ 5,000 DTH/D  
 NORWOOD (METER NO. 00021) ∩ 2,500 DTH/D  
 WESTON; (METER NO. 00057) ∩ 2,500 DTH/D  
 PONKAPOAG (METER NO. 00052) ∩ 20,000 DTH/D  
 BOURNE (METER NO. 00018) ∩ 10,000 DTH/D  
 SAGAMORE (METER NO. 00051) ∩ 15,000 DTH/D  
 RECOURSE RATE(S): THE RECOURSE RATE(S) APPLICABLE TO THIS SERVICE IS THE APPLICABLE MAXIMUM RATE(S) STATED ON PIPELINE'S STATEMENT OF RATES FOR RATE SCHEDULE AFT-1 [AIM PROJECT] AT THE APPLICABLE TIME.

PRO FORMA STATEMENT OF NEGOTIATED RATES  
 FOOTNOTES:

- 1/ THIS NEGOTIATED RATE TRANSACTION DOES NOT DEVIATE IN ANY MATERIAL RESPECT FROM THE FORM OF SERVICE AGREEMENT SET FORTH IN PIPELINE'S FERC GAS TARIFF.
- 2/ THIS NEGOTIATED RATE SHALL APPLY ONLY TO TRANSPORTATION SERVICE UNDER CONTRACT NO. 510798, UP TO CUSTOMER'S SPECIFIED MDTQ, USING THE PRIMARY RECEIPT POINT AND PRIMARY DELIVERY POINTS DESIGNATED HEREIN, AND ANY SECONDARY RECEIPT AND DELIVERY POINTS AVAILABLE UNDER RATE SCHEDULE AFT-1.
- 3/ CUSTOMER MAY AT ANY TIME DURING THE PRIMARY TERM OF THE SERVICE AGREEMENT REQUEST A CHANGE FROM ITS PRIMARY RECEIPT POINT OR PRIMARY DELIVERY POINTS (OR THE MDROS OR MDDOS ASSOCIATED WITH SUCH POINTS) TO ANY RECEIPT POINT OR DELIVERY POINT, RESPECTIVELY, THAT IS PART OF THE INCREMENTAL CAPACITY AND TRANSPORTATION PATH CONSTRUCTED FOR THE PROJECT, SUBJECT TO THE AVAILABILITY OF CAPACITY AND CONSISTENT WITH PIPELINE'S FERC GAS TARIFF, INCLUDING THE PROVISIONS REGARDING ALLOCATION OF CAPACITY AND AMENDMENTS TO EXISTING SERVICE. IF CUSTOMER'S REQUEST SATISFIES THE REQUIREMENTS IN THE FOREGOING SENTENCE, PIPELINE WILL ACCEPT SUCH REQUEST AND PROMPTLY PROCESS THE NECESSARY AMENDMENTS TO THE SERVICE AGREEMENT TO PROVIDE FOR THE APPLICABILITY OF THE NEGOTIATED RATE UNDER THIS STATEMENT OF NEGOTIATED RATES TO TRANSPORTATION SERVICE USING THE DESIGNATED POINTS. IF CUSTOMER SEEKS TO CHANGE ITS PRIMARY RECEIPT POINT OR PRIMARY DELIVERY POINTS (OR THE MDROS OR MDDOS ASSOCIATED WITH SUCH POINTS) TO ANY RECEIPT POINT OR DELIVERY POINT, RESPECTIVELY, THAT IS NOT PART OF THE INCREMENTAL CAPACITY AND TRANSPORTATION PATH CONSTRUCTED FOR THE PROJECT, THEN CUSTOMER SHALL, PRIOR TO REQUESTING SUCH POINT CHANGE ELECTRONICALLY, REQUEST A MEETING WITH PIPELINE REGARDING SUCH PROPOSED CHANGE AND PIPELINE SHALL PROMPTLY EVALUATE SUCH REQUEST AND MEET WITH CUSTOMER TO RESPOND TO SUCH REQUEST.
- 4/ PIPELINE AND CUSTOMER AGREE THAT CONTRACT NO. 510798 IS A ROFR AGREEMENT.

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**Terms/Notes**

5/ CUSTOMER SHALL PAY: (I) A COMMODITY CHARGE WHICH SHALL BE ZERO FOR THE QUANTITY OF GAS, IN DEKATHERMS, DELIVERED DURING THE APPLICABLE DAY UNDER PIPELINE'S RATE SCHEDULE AFT-1 FOR THE PROJECT; (II) THE APPLICABLE FUEL REIMBURSEMENT QUANTITY (FRQ) UNDER PIPELINE'S RATE SCHEDULE AFT-1 FOR THE PROJECT; (III) THE APPLICABLE ANNUAL CHARGE ADJUSTMENT AND ALL OTHER CHARGES AND SURCHARGES APPLICABLE TO RATE SCHEDULE AFT-1 FOR THE PROJECT; AND (IV) ANY FUTURE SURCHARGE OR ADDITIONAL USAGE CHARGE PURSUANT TO ANY FERC-APPROVED COST RECOVERY MECHANISM OF GENERAL APPLICABILITY IMPLEMENTED IN A GENERIC PROCEEDING OR IN A PIPELINE SPECIFIC PROCEEDING, WHICH MECHANISM RECOVERS COST COMPONENTS NOT REFLECTED IN PIPELINE'S INITIAL RECOURSE RATE(S) APPLICABLE TO SERVICE UNDER PIPELINE'S RATE SCHEDULE AFT-1 FOR THE PROJECT.

6/ MOST FAVORED NATIONS (MFN)

(A)MFN RELATED TO SERVICE ON THE PROJECT AND FUTURE EXPANSIONS IN THE EVENT PIPELINE ENTERS INTO A LONG-TERM FIRM TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE AFT-1, OR ANY SIMILAR, FIRM NON-LATERAL ONLY TRANSPORTATION RATE SCHEDULE FOR SERVICE ON PIPELINE'S MAINLINE, (I) PRIOR TO THE IN-SERVICE DATE OF THE PROJECT FOR SERVICE ON THE PROJECT OR (II) FOR A PERIOD

PRO FORMA STATEMENT OF NEGOTIATED RATES

WITHIN TEN YEARS FOLLOWING THE IN-SERVICE DATE OF THE PROJECT FOR INCREMENTAL EXPANSION SERVICE UNDER ANY FUTURE PROJECT, WITH ANY CUSTOMER WHO IS SIMILARLY SITUATED TO CUSTOMER, AND SUCH CUSTOMER'S RESERVATION RATE IS LESS THAN CUSTOMER'S RESERVATION RATE, PIPELINE WILL PROMPTLY OFFER CUSTOMER THE SAME RESERVATION RATE AS SUCH OTHER CUSTOMER, OR AN AGREED RATE AS SET FORTH IN SUBPART (B)(III), PROVIDED THAT, IN THE CASE OF SUBPART (A)(II) FOR INCREMENTAL EXPANSION SERVICE UNDER ANY FUTURE PROJECT, ALL THE REQUIREMENTS OF SUBPART (B) ARE MET. IF CUSTOMER IS WILLING TO ACCEPT SUCH RESERVATION RATE, CUSTOMER MUST DO SO UNDER THE SAME OR SUBSTANTIALLY SIMILAR TERMS AND CONDITIONS OF SERVICE OF THE ALGONQUIN TARIFF OR OTHER COMMISSION-APPROVED PROVISIONS AND THE SAME OR SUBSTANTIALLY SIMILAR RATE RELATED PROVISIONS APPLICABLE TO SUCH OTHER CUSTOMER, AND AS FURTHER DESCRIBED IN SUBPARTS (C) AND (D) BELOW. FOR PURPOSES OF THIS FOOTNOTE 6, CUSTOMER WILL BE CONSIDERED SIMILARLY SITUATED TO ANOTHER PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER (AS SUCH LATTER TERM IS DEFINED IN SUBPART (B)(II) BELOW) IF CUSTOMER MEETS THE CRITERIA IN SUBPARTS (A) AND/OR (B), AS APPLICABLE, AND IN EITHER CASE, IF CUSTOMER IS RECEIVING FIRM TRANSPORTATION SERVICE UNDER A SERVICE AGREEMENT (AND RATE AGREEMENT, IF APPLICABLE) UNDER THE SAME OR SUBSTANTIALLY SIMILAR TERMS AND CONDITIONS OF SERVICE OF THE ALGONQUIN TARIFF OR OTHER COMMISSION-APPROVED PROVISIONS AND THE SAME OR SUBSTANTIALLY SIMILAR RATE/RATE RELATED PROVISIONS AS SUCH PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER (SIMILARLY SITUATED CUSTOMER).

(B)INTERRELATIONSHIP TO FUTURE EXPANSIONS

(I)DETERMINATION OF INDICATIVE RATE - EXCEPT AS OTHERWISE PROVIDED HEREIN, IN THE EVENT PIPELINE ENTERS INTO A LONG-TERM FIRM TRANSPORTATION SERVICE AGREEMENT (I.E., ONE YEAR OR LONGER) UNDER RATE SCHEDULE AFT-1, OR ANY SIMILAR FIRM NON-LATERAL ONLY TRANSPORTATION RATE SCHEDULE FOR SERVICE USING PIPELINE'S MAINLINE, FOR SERVICE ON AN INCREMENTAL EXPANSION PROJECT OF COMPARABLE SCOPE WITH ANY SIMILARLY SITUATED CUSTOMER WHOSE PRIMARY RECEIPT POINT(S) IS LOCATED AT OR UPSTREAM OF THE RAMAPO INTERCONNECT AND WHOSE PRIMARY DELIVERY POINT(S) IS LOCATED DOWNSTREAM OF WEST DANBURY (METER NO. 835), PIPELINE SHALL UNDERTAKE A GOOD FAITH REVIEW TO DETERMINE WHETHER AN INCREMENTAL COST OF SERVICE RATE FOR SUCH QUALIFYING INCREMENTAL EXPANSION PROJECT (INDICATIVE EXPANSION RATE) WOULD BE LOWER THAN THE RECOURSE RATE(S) CALCULATED FOR THE PROJECT AND, IF THAT RATE IS LOWER, REDUCE CUSTOMER'S RESERVATION RATE IN ACCORDANCE WITH, AND SUBJECT TO, THE CONDITIONS IN THIS FOOTNOTE 6.

(II)INTERRELATIONSHIP OF PROJECT TO FUTURE EXPANSIONS - SPECIFICALLY, PIPELINE WILL COMPUTE THE INDICATIVE EXPANSION RATE BASED ON THE ACTUAL COST OF SERVICE FOR THE QUALIFYING INCREMENTAL EXPANSION PROJECT, USING A COMPARABLE PRICING METHODOLOGY AND RATE CONDITIONS. IN THE EVENT THAT THE INDICATIVE EXPANSION RATE IS LOWER THAN THE RECOURSE RATE(S) FOR THE PROJECT, PIPELINE MAY PROPOSE (THE RATE PROPOSAL), AT PIPELINE'S OPTION, AS PART OF ITS FERC CERTIFICATE APPLICATION FOR THE QUALIFYING INCREMENTAL EXPANSION PROJECT, THAT THE RECOURSE RATE(S) FOR THE PROJECT APPLY TO SERVICE ON SUCH

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QUALIFYING INCREMENTAL EXPANSION PROJECT. IF PIPELINE ELECTS TO PROPOSE THE RATE PROPOSAL, PIPELINE WILL PROCEED WITH DUE DILIGENCE TO OBTAIN FERC APPROVAL FOR THE RATE PROPOSAL. IF (A) THE COMMISSION APPROVES THIS RATE PROPOSAL IN A FINAL AND NON-APPEALABLE ORDER IN FORM AND SUBSTANCE SUBSTANTIALLY AS REQUESTED, OR IN A MANNER OTHERWISE REASONABLY ACCEPTABLE TO PIPELINE, OR IF (B) PIPELINE ELECTS TO NOT PROPOSE THE RATE PROPOSAL IN THE

PRO FORMA STATEMENT OF NEGOTIATED RATES

FERC CERTIFICATE APPLICATION FOR THE QUALIFYING INCREMENTAL EXPANSION PROJECT, THEN PIPELINE WILL COMPARE CUSTOMER'S RESERVATION RATE TO ANY NEGOTIATED, RECOURSE OR DISCOUNTED RATES OFFERED TO CUSTOMERS OF SUCH QUALIFYING INCREMENTAL EXPANSION PROJECT WHOSE PRIMARY RECEIPT POINT(S) AND PRIMARY DELIVERY POINT(S) MEET THE QUALIFICATIONS SET FORTH IN SUBPART (B)(I) (QUALIFYING INCREMENTAL PROJECT CUSTOMER).

(III) ELIGIBILITY FOR ADJUSTED RESERVATION RATE IF (A) THE COMMISSION APPROVES THE RATE PROPOSAL FOR A QUALIFYING INCREMENTAL EXPANSION PROJECT BUT NO QUALIFYING INCREMENTAL PROJECT CUSTOMER WILL PAY A NEGOTIATED, RECOURSE OR DISCOUNTED RESERVATION RATE THAT IS LOWER THAN CUSTOMER'S RESERVATION RATE, OR (B) PIPELINE'S RATE PROPOSAL IS NOT APPROVED IN AN ORDER AUTHORIZING A QUALIFYING INCREMENTAL EXPANSION PROJECT IN FORM AND SUBSTANCE SUBSTANTIALLY AS REQUESTED, OR IN A MANNER OTHERWISE REASONABLY ACCEPTABLE TO PIPELINE, AND SUCH DECISION IS NOT REVERSED AS A RESULT OF A REQUEST FOR REHEARING OF SUCH ORDER, OR COURT APPEAL (IF APPLICABLE), AS SET FORTH IN SUBPART (B)(IV), PIPELINE WILL, PROMPTLY FOLLOWING SUCH FINAL COMMISSION ORDER OR APPEAL, IF APPLICABLE, UNDER (A) OR (B) ABOVE, IN GOOD FAITH PROPOSE, AFTER CONSULTATION AND REVIEW WITH CUSTOMER, AN ADJUSTMENT TO CUSTOMER'S RESERVATION RATE WITH THE INTENDED PURPOSES OF PRESERVING AN ECONOMIC POSITION ACCEPTABLE TO PIPELINE AND PROVIDING CUSTOMER A RESERVATION RATE REDUCTION BASED UPON THE ECONOMIC VALUE OF THE PROJECT FACILITIES CONSTRUCTED FOR THE QUALIFYING INCREMENTAL EXPANSION PROJECT. IF THERE ARE ANY DISAGREEMENTS ARISING FROM PIPELINE'S PROPOSAL, OR LACK THEREOF, PIPELINE AND CUSTOMER WILL MEET, INCLUDING SENIOR MANAGEMENT REPRESENTATIVES, TO DISCUSS THE MATTER, AND EACH PARTY AGREES FOR A THIRTY (30) DAY PERIOD TO DISCUSS IN GOOD FAITH ANY POSITIONS ADVANCED BY THE OTHER PARTY CONSISTENT WITH THE FOREGOING. IF PIPELINE AND CUSTOMER REACH AGREEMENT REGARDING A RESERVATION RATE REDUCTION PURSUANT TO THIS SUBPART (B)(III), CUSTOMER WILL NO LONGER BE ELIGIBLE FOR ANY FURTHER RATE REDUCTION PURSUANT TO THIS FOOTNOTE 6 AS A RESULT OF THE FERC REHEARING OR APPELLATE PROCEEDINGS, DESCRIBED IN SUBPART (B)(IV) BELOW, RELATED TO THE RATE PROPOSAL FOR SUCH QUALIFYING INCREMENTAL EXPANSION PROJECT.

(IV) REVIEW- IF PIPELINE'S RATE PROPOSAL IS NOT APPROVED IN AN ORDER AUTHORIZING A QUALIFYING INCREMENTAL EXPANSION PROJECT IN FORM AND SUBSTANCE SUBSTANTIALLY AS REQUESTED, OR IN A MANNER OTHERWISE REASONABLY ACCEPTABLE TO PIPELINE, THEN PIPELINE WILL REQUEST REHEARING OF SUCH ORDER TO CHALLENGE THE DETERMINATION ON THE RATE PROPOSAL, AND PIPELINE WILL IN GOOD FAITH CONSIDER A COURT APPEAL, IF APPROPRIATE, IF SUCH REQUEST FOR REHEARING IS DENIED; PROVIDED THAT IF PIPELINE IS UNABLE THROUGH SUCH REHEARING REQUEST, OR COURT APPEAL (IF APPLICABLE), TO OBTAIN A RULING AUTHORIZING THE RATE PROPOSAL, CUSTOMER WILL NOT BE ENTITLED TO AN ADJUSTMENT TO ITS RESERVATION RATE EXCEPT AS OTHERWISE AGREED PURSUANT TO THIS SUBPART (B)(III). IF PIPELINE ELECTS NOT TO FILE A COURT APPEAL, BUT CUSTOMER FILES AN APPEAL, PIPELINE WILL IN GOOD FAITH SUPPORT CUSTOMER, IF APPROPRIATE IN PIPELINE'S REASONABLE JUDGMENT.

(C) DURATION AND IMPLEMENTATION OF REVISED RESERVATION RATE

(I) ANY REVISION TO THE RESERVATION RATE DUE TO SUBPART (A) OF THIS FOOTNOTE 6 WILL BE APPLICABLE FOR A PERIOD OF TIME BEGINNING ON (A) THE IN-SERVICE DATE OF THE PROJECT IN THE CASE OF REVISIONS PURSUANT TO SUBPART (A)(I) AND (B) THE IN-SERVICE DATE OF THE FUTURE PROJECT IN THE CASE OF REVISIONS PURSUANT TO SUBPART (A)(II), AND ENDING ON THE EARLIER OF: (I) THE END OF THE TERM OF SUCH

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OTHER CUSTOMER'S RATE THAT TRIGGERED THE RATE ADJUSTMENT, AND (II) THE END OF THE TERM OF CUSTOMER'S NEGOTIATED RATE HEREUNDER.

(II) IF CUSTOMER IS WILLING TO ACCEPT AN OFFER FROM PIPELINE FOR A REVISED RESERVATION RATE UNDER SUBPART (A) OF THIS FOOTNOTE 6, THEN CUSTOMER WILL SO

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NOTIFY PIPELINE, AND PIPELINE WILL TENDER TO CUSTOMER ANY NECESSARY AMENDMENT(S) TO THIS NEGOTIATED RATE AGREEMENT, WHICH AMENDMENT(S) WILL REFLECT THE DELETION OF THE APPLICABLE SUBPARTS OF THIS FOOTNOTE 6 FROM THE NEGOTIATED RATE AGREEMENT. SUBJECT TO RECEIPT OF ANY REQUIRED CUSTOMER REGULATORY APPROVALS FOR THE AMENDMENT, CUSTOMER WILL HAVE TWENTY (20) BUSINESS DAYS FROM THE DATE PIPELINE TENDERS ANY AMENDMENT(S) TO EXECUTE SUCH AMENDMENT(S), AND PIPELINE WILL PROMPTLY MAKE ANY NECESSARY FILINGS WITH THE COMMISSION TO GIVE EFFECT TO THE REVISED RESERVATION RATE.

(D)APPLICABILITY OF FOOTNOTE 6

(I)ANY REVISION TO CUSTOMER'S RESERVATION RATE RESULTING FROM APPROVAL OF THE RATEPROPOSAL DESCRIBED IN SUBPARTS (A)(II) AND (B) OF THIS FOOTNOTE 6 WILL APPLY ONLY TO AGREEMENTS WHICH PIPELINE ENTERS INTO FOR SERVICE UNDER RATE SCHEDULE AFT-1 OR ANY SIMILAR FIRM NON-LATERAL ONLY TRANSPORTATION RATE SCHEDULE FOR SERVICE USING PIPELINE'S MAINLINE ON OR BEFORE THE TENTH ANNIVERSARY OF THE SERVICE COMMENCEMENT DATE, AND THE PROVISION IN SUBPARTS (A)(II) AND (B) WILL EXPIRE ON THE TENTH ANNIVERSARY OF THE SERVICE COMMENCEMENT DATE.

(II)PIPELINE IS NOT REQUIRED TO OFFER TO CUSTOMER AND CUSTOMER IS NOT ENTITLED TO ANY RATEPROVISIONS PROVIDED TO ANY OTHER PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER UNDER SUBPART (A), IF (A) CUSTOMER IS NOT SIMILARLY SITUATED TO SUCH PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER, AS APPLICABLE, OR (B) SUCH RATES ARE APPLICABLE TO FIRM TRANSPORTATION SERVICE AGREEMENTS FOR CAPACITY THAT BECOMES AVAILABLE AS A RESULT OF THE BREACH, DEFAULT OR UNAUTHORIZED TERMINATION OF AN AGREEMENT(S) BY A PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER, OR THE BANKRUPTCY, INSOLVENCY, LIQUIDATION OR OTHER SIMILAR ACTION AFFECTING SUCH A PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER. IN ADDITION, THE MOST FAVORED NATION RIGHT SET FORTH IN THIS FOOTNOTE 6 WILL NOT BE AVAILABLE TO CUSTOMER FOR ANY AGREEMENTS BETWEEN PIPELINE AND ANY PROJECT CUSTOMER OR QUALIFYING INCREMENTAL PROJECT CUSTOMER FOR A SHORT-TERM (I.E., LESS THAN ONE YEAR) OR SEASONAL TRANSACTION (ONE SEASON OR LESS).

(III)WITHIN SEVEN (7) DAYS FOLLOWING PIPELINE'S SUBMISSION OF A FERC CERTIFICATEAPPLICATION FOR THE PROJECT, PIPELINE SHALL PROVIDE NOTICE TO CUSTOMER IF PIPELINE HAS AGREED TO ENTER INTO A LONG-TERM FIRM TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE AFT-1, OR ANY SIMILAR, FIRM NON-LATERAL ONLY TRANSPORTATION RATE SCHEDULE FOR SERVICE ON PIPELINE'S MAINLINE, PRIOR TO THE IN-SERVICE DATE OF THE PROJECT FOR SERVICE ON THE PROJECT WITH A CUSTOMER THAT IS POTENTIALLY A SIMILARLY SITUATED CUSTOMER, AND IF SUCH CUSTOMER'S RESERVATION RATE IS LESS THAN CUSTOMER'S RESERVATION RATE. ANY NOTICE PROVIDED IN ACCORDANCE WITH THE FOREGOING SENTENCE WILL NOT RELIEVE PIPELINE OF ANY OBLIGATION TO PROMPTLY OFFER CUSTOMER A RESERVATION RATE PURSUANT TO SUBPART (A) OF THIS FOOTNOTE 6, IF APPLICABLE, FOLLOWING PIPELINE'S ACCEPTANCE OF THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR THE PROJECT. WITHIN SEVEN (7) DAYS FOLLOWING PIPELINE'S SUBMISSION OF A FERC CERTIFICATE APPLICATION FOR A QUALIFYING INCREMENTAL EXPANSION PROJECT, PIPELINE SHALL

PRO FORMA STATEMENT OF NEGOTIATED RATES

PROVIDE NOTICE TO CUSTOMER THAT SUCH APPLICATION HAS BEEN SUBMITTED. SUCH NOTICE WILL ALSO SPECIFY (X)WHETHER THE INDICATIVE EXPANSION RATE FOR SUCH QUALIFYING INCREMENTAL EXPANSION PROJECTWOULD BE LOWER THAN THE RECOURSE RATE(S) CALCULATED FOR THE PROJECT, AND (Y) WHETHER PIPELINEINCLUDED A RATE PROPOSAL IN THE APPLICATION. THIS QUALIFYING INCREMENTAL EXPANSION PROJECT NOTICEWILL NOT RELIEVE PIPELINE OF ANY OBLIGATION TO PROMPTLY OFFER CUSTOMER A RESERVATION RATE PURSUANTTO SUBPART (A) OF THIS FOOTNOTE 6, IF APPLICABLE, FOLLOWING FERC APPROVAL OF THIS RATE PROPOSAL IN AFINAL AND

**LATE POSTING**

TSP Name: Algonquin Gas Transmission, LLC  
K Holder Name: BOSTON GAS COMPANY D/B/A NATIONAL GRID

Post Date: 08/14/2020 Post Time: 14:30:00  
TSP: 006951446 Amend Rptg Desc: All Data  
K Holder Prop: 0000028966 K Holder: 006951586 Affil Desc: None

Svc Req K: 510798

Rate Sch: AFT-1

**Terms/Notes**

NON-APPEALABLE ORDER IN FORM AND SUBSTANCE SUBSTANTIALLY AS REQUESTED, OR IN A MANNER OTHERWISE REASONABLY ACCEPTABLE TO PIPELINE, AS SET FORTH IN (B)(II). CUSTOMER IS NOT OBLIGATED TO RESPOND TO EITHER OF THE NOTICES DESCRIBED ABOVE IN ORDER TO RETAIN CUSTOMER'S RIGHTS UNDER THIS FOOTNOTE 6.

(E) WAIVER

NOTHING IN THIS FOOTNOTE 6 CONSTITUTES A WAIVER OF EITHER PARTY'S RIGHT TO SEEK REGULATORY AND/OR JUDICIAL RELIEF IF A PARTY ACTS IN A MANNER THAT IS INCONSISTENT WITH ITS OBLIGATIONS AS SET FORTH IN THIS FOOTNOTE.

7/ AT CUSTOMER'S REQUEST, PIPELINE WILL MARKET ANY PROJECT CAPACITY HELD BY CUSTOMER, FOR SUCH TERM(S) AND IN SUCH INCREMENT(S) AS PROPOSED BY CUSTOMER.

[Contract is subject to the credit provision of the Precedent Agreement between the parties. Click here to access the Special Credit Provision included in this Precedent Agreement.](#)

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