

June 28, 2019

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

Re: NEXUS Gas Transmission, LLC, Docket No. RP19-____-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 NEXUS Gas Transmission, LLC (“NEXUS”) 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 July 1, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

NEXUS is making this filing pursuant to Section 22 of the General Terms and Conditions of its FERC Gas Tariff, Original Volume No. 1 (“Tariff”), in order to reflect negotiated rate transactions that it has entered into with various customers for firm transportation service under 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 term, and the contract quantities. Each customer acquired the capacity as a result of a release of capacity for the period from July 1, 2019, through and including July 31, 2019, by Columbia Gas of Ohio, Inc. (“Columbia Gas”), of capacity under its FT-1 service agreement, to which the negotiated rate agreement set forth in Section 9 of the Statements of Negotiated Rates is applicable. NEXUS has entered into individual negotiated rate agreements with the customers to reflect the negotiated usage rates that were passed through to each customer pursuant to the provisions of Section 22.5(C) of the General Terms and Conditions of the Tariff and the terms of the negotiated rate agreement with Columbia Gas.

PROPOSED EFFECTIVE DATE

NEXUS requests an effective date of July 1, 2019 for the tariff records filed herein. NEXUS 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 requested.

¹ 15 U.S.C. § 717c.

² 18 C.F.R. § 154.204 (2018).

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's regulations, 18 C.F.R. § 154.7(a)(9), NEXUS 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, NEXUS 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 NEXUS'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:

* Janice K. Devers, Director, Tariffs and Commercial Development
NEXUS Gas Transmission, LLC
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-6170
Email: janice.devers@enbridge.com

and

* Steven E. Hellman, Associate General Counsel
NEXUS Gas Transmission, LLC
P. O. Box 1642
Houston, TX 77251-1642
Phone: (713) 627-5215
Email: steven.hellman@enbridge.com

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

Ms. Kimberly D. Bose, Secretary

June 28, 2019

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Please contact the undersigned at (713) 627-6170 with any questions regarding this filing.

Respectfully submitted,

NEXUS Gas Transmission, LLC

By: Spectra Energy NEXUS Management, LLC,
in its capacity as operator

/s/ Janice K. Devers

Janice K. Devers, Director
Tariffs and Commercial Development

Attachments

NEXUS GAS TRANSMISSION, LLC

APPENDIX A

Statements of Negotiated Rates

<u>Version</u>	<u>Description & Title</u>
6.0.0	9.2 Alpha Gas and Electric – contract 960377
5.0.0	9.3 UGI Energy Services – contract 960383
4.0.0	9.8 SFE Energy – contract 960365
4.0.0	9.9 Statewise Energy – contract 960366

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: ALPHA GAS AND ELECTRIC LLC

Service Agreement: Service Agreement No. 960377

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 21 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 21 Dth/d; and (b) Meter No. N4812 with an MDRO of 21 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 21

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960377, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: Service Agreement No. 960383

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 21 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 21 Dth/d; and (b) Meter No. N4812 with an MDRO of 21 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 21

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960383, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: SFE ENERGY OHIO, INC.

Service Agreement: Service Agreement No. 960365

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 101 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 101 Dth/d; and (b) Meter No. N4812 with an MDRO of 101 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 101

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960365, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: STATEWISE ENERGY OHIO LLC

Service Agreement: Service Agreement No. 960366

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 126 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 126 Dth/d; and (b) Meter No. N4812 with an MDRO of 126 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 126

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960366, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: ALPHA GAS AND ELECTRIC LLC

Service Agreement: Service Agreement No. 960377

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 21 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 21 Dth/d; and (b) Meter No. N4812 with an MDRO of 21 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 21

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960377, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

~~STATEMENT OF NEGOTIATED RATES 1/2/3/~~

~~I. General~~

Pipeline: ~~NEXUS Gas Transmission, LLC~~

Customer Name: ~~ALPHA GAS AND ELECTRIC LLC~~

Service Agreement: ~~Service Agreement No. 960326~~

Term of Negotiated Rate: ~~The term of this negotiated rate ("Negotiated Rate Term") commences on 06/01/2019, and continues until and including 06/30/2019.~~

Rate Schedule: ~~FT-1~~

MDQ: ~~22 Dth/d~~

Commodity Charge and Other Charges: ~~3/~~

Primary Receipt Point: ~~(a) Meter No. N4714 with an MDRO of 22 Dth/d; and (b) Meter No. N4812 with an MDRO of 22 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.~~

Primary Delivery Point(s): ~~—
N1003 NEXUS/CPG MDDO 22~~

Defined Terms: ~~All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:~~

~~"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.~~

~~II. Negotiated Reservation Charge~~

~~Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.~~

~~III. Usage Charges~~

~~During the Term, the applicable usage charges shall be as follows:~~

- ~~(1) The negotiated Usage 1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/~~
- ~~(2) The Usage 2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/~~
- ~~(3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/~~

~~IV. Recourse Rates~~

~~The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.~~

FOOTNOTES:

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

~~2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960326, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.~~

~~3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.~~

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: UGI ENERGY SERVICES, LLC

Service Agreement: Service Agreement No. 960383

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 21 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 21 Dth/d; and (b) Meter No. N4812 with an MDRO of 21 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 21

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960383, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

~~STATEMENT OF NEGOTIATED RATES 1/2/3/~~

~~I. General~~

Pipeline: ~~NEXUS Gas Transmission, LLC~~

Customer Name: ~~UGI ENERGY SERVICES, LLC~~

Service Agreement: ~~Service Agreement No. 960282~~

Term of Negotiated Rate: ~~The term of this negotiated rate ("Negotiated Rate Term") commences on 05/21/2019, and continues until and including 05/31/2019.~~

Rate Schedule: ~~FT-1~~

MDQ: ~~21 Dth/d~~

Commodity Charge and Other Charges: ~~3/~~

Primary Receipt Point: ~~(a) Meter No. N4714 with an MDRO of 21 Dth/d; and (b) Meter No. N4812 with an MDRO of 21 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.~~

Primary Delivery Point(s): ~~—
N1003 NEXUS/CPG MDDO 21~~

Defined Terms: ~~All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:~~

~~"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.~~

~~II. Negotiated Reservation Charge~~

~~Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.~~

~~III. Usage Charges~~

~~During the Term, the applicable usage charges shall be as follows:~~

- ~~(1) The negotiated Usage 1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/~~
- ~~(2) The Usage 2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/~~
- ~~(3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/~~

~~IV. Recourse Rates~~

~~The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.~~

FOOTNOTES:

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

~~2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960282, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.~~

~~3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.~~

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: SFE ENERGY OHIO, INC.

Service Agreement: Service Agreement No. 960365

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 101 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 101 Dth/d; and (b) Meter No. N4812 with an MDRO of 101 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 101

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960365, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

~~STATEMENT OF NEGOTIATED RATES 1/2/3/~~

~~I. General~~

Pipeline: ~~NEXUS Gas Transmission, LLC~~

Customer Name: ~~SFE ENERGY OHIO, INC.~~

Service Agreement: ~~Service Agreement No. 960317~~

Term of Negotiated Rate: ~~The term of this negotiated rate ("Negotiated Rate Term") commences on 06/01/2019, and continues until and including 06/30/2019.~~

Rate Schedule: ~~FT-1~~

MDQ: ~~96 Dth/d~~

Commodity Charge and Other Charges: ~~3/~~

Primary Receipt Point: ~~(a) Meter No. N4714 with an MDRO of 96 Dth/d; and (b) Meter No. N4812 with an MDRO of 96 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.~~

Primary Delivery Point(s): ~~—
N1003 NEXUS/CPG MDDO 96~~

Defined Terms: ~~All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:~~

"Initial Recourse Rates" ~~means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.~~

~~II. Negotiated Reservation Charge~~

~~Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.~~

~~III. Usage Charges~~

~~During the Term, the applicable usage charges shall be as follows:~~

- ~~(1) The negotiated Usage 1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/~~
- ~~(2) The Usage 2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/~~
- ~~(3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/~~

~~IV. Recourse Rates~~

~~The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.~~

FOOTNOTES:

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

~~2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960317, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.~~

~~3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.~~

STATEMENT OF NEGOTIATED RATES 1/2/3/

I. General

Pipeline: NEXUS Gas Transmission, LLC

Customer Name: STATEWISE ENERGY OHIO LLC

Service Agreement: Service Agreement No. 960366

Term of Negotiated Rate: The term of this negotiated rate ("Negotiated Rate Term") commences on 07/01/2019, and continues until and including 07/31/2019.

Rate Schedule: FT-1

MDQ: 126 Dth/d

Commodity Charge and Other Charges: 3/

Primary Receipt Point: (a) Meter No. N4714 with an MDRO of 126 Dth/d; and (b) Meter No. N4812 with an MDRO of 126 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.

Primary Delivery Point(s):
N1003 - NEXUS/CPG - MDDO 126

Defined Terms: All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:

"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.

II. Negotiated Reservation Charge

Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.

III. Usage Charges

During the Term, the applicable usage charges shall be as follows:

- (1) The negotiated Usage-1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/
- (2) The Usage-2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage-2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/
- (3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/

IV. Recourse Rates

The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.

FOOTNOTES:

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

2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960366, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.

3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline-specific proceeding, which mechanism recovers cost components not reflected in the

Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.

~~STATEMENT OF NEGOTIATED RATES 1/2/3/~~

~~I. General~~

Pipeline: ~~NEXUS Gas Transmission, LLC~~

Customer Name: ~~STATEWISE ENERGY OHIO LLC~~

Service Agreement: ~~Service Agreement No. 960318~~

Term of Negotiated Rate: ~~The term of this negotiated rate ("Negotiated Rate Term") commences on 06/01/2019, and continues until and including 06/30/2019.~~

Rate Schedule: ~~FT-1~~

MDQ: ~~127 Dth/d~~

Commodity Charge and Other Charges: ~~3/~~

Primary Receipt Point: ~~(a) Meter No. N4714 with an MDRO of 127 Dth/d; and (b) Meter No. N4812 with an MDRO of 127 Dth/d; provided that on any given day the maximum amount that can be received on a primary firm basis across all the listed Primary Receipt Points shall not exceed the MDQ under the Service Agreement.~~

Primary Delivery Point(s): ~~—
N1003 NEXUS/CPG MDDO 127~~

Defined Terms: ~~All capitalized terms used but not otherwise defined herein have the meanings given in the Service Agreement or Pipeline's FERC Gas Tariff, as applicable. The following terms shall have the meanings given below:~~

~~"Initial Recourse Rates" means the recourse rates applicable to the Service Agreement No. 860005 under Rate Schedule FT-1, as set forth in Pipeline's FERC Gas Tariff and in effect as of the Service Commencement Date of Service Agreement 860005.~~

~~II. Negotiated Reservation Charge~~

~~Customer shall pay a reservation rate as determined pursuant to the capacity release processes set forth in Section 5 of the General Terms and Conditions of Pipeline's FERC Gas Tariff, per Dekatherm, per day ("Reservation Rate") of Customer's MDQ under the Service Agreement specified above during the Term of Negotiated Rate.~~

~~III. Usage Charges~~

~~During the Term, the applicable usage charges shall be as follows:~~

- ~~(1) The negotiated Usage 1 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 1 Charge (inclusive of the ASA Usage Surcharge and all other usage charges and usage surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by the quantity of gas, in Dekatherms, delivered during the applicable day which is not in excess of 110% of scheduled service levels for such day. 2/~~
- ~~(2) The Usage 2 Charge shall be the maximum applicable Rate Schedule FT-1 recourse Usage 2 Charge (inclusive of all charges and surcharges applicable to Customer's Service Agreement under Rate Schedule FT-1 in effect from time to time under Pipeline's FERC Gas Tariff) multiplied by that portion of the total quantity of Customer's gas delivered on any day pursuant to Customer's Service Agreement which is in excess of 110% of scheduled service levels for such day, in accordance with the applicable provisions of Pipeline's FERC Gas Tariff, Rate Schedule FT-1. 2/~~
- ~~(3) Customer shall also be subject to the Applicable Shrinkage Adjustment and pay Applicable Shrinkage in accordance with and as provided in Section 21.2 of the General Terms and Conditions of Pipeline's FERC Gas Tariff. 2/~~

~~IV. Recourse Rates~~

~~The recourse rate(s) applicable to this service is the applicable maximum rate(s) stated on Pipeline's Statement of Rates for Rate Schedule FT-1 as such rate may be in effect from time to time ("Recourse Rate"). Customer acknowledges that the negotiated rate may be lower than or higher than the applicable Recourse Rate as it may be in effect from time to time.~~

FOOTNOTES:

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

~~2/ This Negotiated Rate shall apply only to transportation service under the Service Agreement No. 960318, using the points designated herein and secondary points available to the shippers under FT-1 in Pipeline's rate zones traversed by Customer's contract path.~~

~~3/ Customer agrees to pay: (i) the applicable Annual Charge Adjustment surcharge, and (ii) any other charges and surcharges (whether usage or other), if any, that may be incurred by Pipeline (a) pursuant to the capacity lease agreements between Pipeline and DTE Gas Company, and/or Texas Eastern Transmission, LP, or (b) pursuant to any FERC approved cost recovery mechanism of general applicability implemented through a generic FERC proceeding or in a Pipeline specific proceeding, which mechanism recovers cost components not reflected in the Initial Recourse Rates and which are limited to any surcharge or other charge which is designed to recover costs that are incurred due to a mandate from FERC or any other governmental authority, or otherwise related to pipeline safety or environmental compliance costs associated with Pipeline's operations pursuant to Pipeline's FERC Gas Tariff.~~

CERTIFICATE OF SERVICE

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

Dated at Houston, Texas, this 28th day of June, 2019.

/s/ Nancy Leatherland

NEXUS Gas Transmission, LLC

By: Spectra Energy NEXUS Management, LLC,
in its capacity as operator