



# Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 25, 2023

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

Re: Florida Gas Transmission Company, LLC  
Docket Nos. RP21-441-005, et al.<sup>1</sup>  
Settlement Compliance Filing

Dear Ms. Bose:

In compliance with Florida Gas Transmission Company, LLC's ("FGT") Stipulation and Agreement of Settlement ("Settlement") in the above-captioned proceedings, as approved by the Federal Energy Regulatory Commission's ("Commission") Order Approving Settlement issued June 3, 2022<sup>2</sup> ("Order"), FGT hereby submits for filing with the Commission the revised tariff records to its FERC NGA Gas Tariff, Fifth Revised Volume No. 1, which are listed below, to become effective February 25, 2023:

<u>Version</u>	<u>Description</u>	<u>Title</u>
8.0.0	Rate Schedule FTS-WD	Firm Transportation Service
2.0.0	Rate Schedule FTS-WD-2	Firm Transportation Service
9.0.0	GT&C Section 1.	Definitions

## STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing is to file the approved pro forma tariff records in eTariff format pursuant to Article VIII, Section 5 of the Settlement that incorporates in Rate Schedules FTS-WD and FTS-WD-2 a provision for Aggregation by Public Agencies. The tariff records filed herein conform to the pro forma Settlement tariff records set out in Appendix D-3 of the Settlement. In addition, FGT is updating the definition of "Joint Action Agency" as a result of adding the aggregation provision.

## IMPLEMENTATION AND WAIVERS REQUESTED

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records submitted herewith be accepted effective February 25, 2023. FGT inadvertently failed to file the approved pro forma tariff records before the November 1, 2022 date set out in the Settlement. FGT respectfully requests that the Commission grant waiver of any of its Regulations that

<sup>1</sup> Docket Nos. RP21-441-000, RP21-441-001, RP21-441-002, RP21-441-003, RP21-441-005

<sup>2</sup> *Florida Gas Transmission Company, LLC*, 179 FERC ¶ 61,172 (2022).

it deems necessary to accept this filing and allow the proposed tariff records to become effective on February 25, 2023, as requested.

The Commission evaluates requests for waivers using a “four-factor test”. The Commission grants waivers where: (1) the applicant acted in good faith; (2) the waiver is limited in scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.<sup>3</sup> FGT respectfully contends that the circumstances here satisfy the foregoing criteria. First, FGT acted in good faith by submitting this filing as soon as it became aware of the oversight. Second, FGT’s waiver request is limited in scope to the tariff records included in Appendix D-3 of the Settlement. Third, FGT’s requested waiver addresses a concrete problem because, absent the waiver, FGT’s tariff will not include all of the tariff provisions approved by the Commission in the Settlement. Finally, FGT’s requested waiver does not result in undesirable consequences, such as harm to any third parties because no customers have requested the aggregated service for Rate Schedules FTS-WD and FTS-WD-2 following the November 1, 2022 date provided in the Settlement.

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission’s Regulations. In addition to the proposed tariff records in RTF format with metadata attached, the XML filing package contains:

- . a transmittal letter in PDF format
- . a clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . a marked version of the proposed tariff changes in PDF format
- . a copy of the complete filing in PDF format for publishing in eLibrary

In accordance with Section 154.2(d) of the Commission’s Regulations, a copy of this filing is available for public inspection during regular business hours at FGT’s office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served on all parties to this proceeding. FGT has posted a copy of this filing on its Internet web site accessible via <http://fgttransfer.energytransfer.com> under “Informational Postings, Regulatory”.

Pursuant to Section 385.2011(c)(5) of the Commission’s Regulations, the undersigned has read this filing and knows its contents; the contents are true as stated, to the best of his knowledge and belief; and the undersigned possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

**/s/ Lawrence J. Biediger**

Lawrence J. Biediger  
Sr. Director, Rates and Regulatory Affairs

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<sup>3</sup> See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020).

RATE SCHEDULE FTS-WD  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
  - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
  - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
  - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

### 3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

#### A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <http://fgttransfer.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.
9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary

Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.

10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
  - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or

- (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
- (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.

- 4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure

to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel rate of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD.



8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD Service Agreement which are assigned an MDQ. Shipper may release capacity from the closest in-line transfer point east of the Primary Receipt Point. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such new requested Primary Delivery Points must be located in Transporter's Western Division.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, and/or (b) Rate Schedule FTS-WD pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD Service Agreement pursuant to this Section 11.
2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:
- i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.
  - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for the periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.
  - iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency’s Service Agreement shall not exceed the MDQ existing prior to aggregation.
  - iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency’s Service Agreement shall not exceed the MDQ existing prior to aggregation.
  - v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have differently underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter’s tariff.

The Joint Action Agency must meet Transporter’s creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 11.A3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

12. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

RATE SCHEDULE FTS-WD-2  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
  - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
  - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
  - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis. Primary Delivery Points must be west of the Primary Receipt Points under this Rate Schedule.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum

Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

### 3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

#### A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <http://fgttransfer.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.

9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel. Such requested Primary Receipt Points shall be in Transporter's Western Division and shall be located east of the Primary Delivery Points in Shipper's FTS-WD-2 Service Agreement.
10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division and shall be located west of the Primary Receipt Points in Shipper's FTS-WD-2 Service Agreement.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD-2 Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.

3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
  - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
  - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
  - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.
4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to



make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD-2 a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 or provided for in Section 5

herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD-2. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel percentage of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each

receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD-2 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such requested Primary Receipt Points must be in Transporter's Western Division and shall be located east of the Primary Delivery Points in Shipper's FTS-WD-2 Service Agreement.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD-2 Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD-2 Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD-2 Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD-2 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of

this Rate Schedule, but which contains only the information relevant to the changes requested. Such new requested Primary Delivery Points must be located in Transporter's Western Division and shall be located west of the Primary Receipt Points in Shipper's FTS-WD-2 Service Agreement.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD-2 Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD-2 Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD-2 Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, and/or (b) Rate Schedule FTS-WD-2 pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD-2 Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD-2 Service Agreement pursuant to this Section 11.

2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.
3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:
  - i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for the Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.
  - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.
  - iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.
  - iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to the aggregation.
  - v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have different underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter's tariff.

The Joint Action Agency must meet Transporter's creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 11.A.3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

12. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

The following terms shall have the meanings defined below:

**"Affected Area"** shall mean a physical, geographic area, locale or region of Transporter's pipeline system which is affected by an overpressure or underpressure situation such that Transporter's ability to meet firm service obligations or to provide scheduled service to Shippers in or utilizing that area is impaired.

**"Alternate Delivery Point(s)"** shall mean Delivery Point(s) other than those listed in Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Delivery Point.

**"Alternate Receipt Point(s)"** shall mean Point(s) of Receipt other than those listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Receipt Point.

**"Backhaul"** shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in a direction opposite of the physical flow of gas for the entire transportation path.

**"British Thermal Unit (Btu)"** shall mean the amount of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute. The Btu shall be reported to 3 or more decimal places.

**"Central Clock Time"** shall be the Central Time, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise stated, as used herein "Central Time" shall mean Central Clock Time.

**"Commission" or "FERC"** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and services of Transporter.

**"Contact Person"** shall mean the person(s) specified by Shipper that is available by telephone or paging device to receive communication from Transporter at any and all times and upon whose written, oral, or electronic communications Transporter may exclusively rely. Every Shipper must have a contact person and Shipper must provide Transporter with sufficient information to conclusively contact and communicate with such contact person.

**"Cubic Foot of Gas"** shall be the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

**"Dekatherm (Dt. Or dth)"** shall be the standard unit for purposes of nominations, scheduling, invoicing and balancing.

**"Delivery Gas Day"** shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

**"Delivery Month"** shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

**"Delivery Point Operating Account"** shall be as described in Sections 13.B and 13.1.A of the General Terms and Conditions.

**"Designee" or "Agent"** shall mean a contractually authorized agent of Shipper or Transporter under Section 10E of these General Terms and Conditions.

**"Division"** shall mean one or more Primary Delivery Points under a single service agreement which are (i) included in a divisional or separately stated MDTQ within the total MDTQ of the service agreement, and (ii) interconnected downstream of the Primary Delivery Point(s) on Transporter's system by Shipper's operationally integrated distribution system capable of serving end-users from deliveries at any such Primary Delivery Points forming the Division. The term Division shall include (but not be limited to) all Divisions existing under service agreements in effect on November 2, 1992.

**"ECM"** shall mean Transporter's Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

**"Execution" or "executed"** or any other form of the root word "execute" when used with respect to any service agreement, amendment to service agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.

**"Firm Capacity or Firm Capacity Right"** shall mean the right of Shipper to receive and obligation of Transporter to make available for delivery quantities at Shipper's Primary Delivery Points up to the stated MDQ within the Shipper's MDTQ (for the division or for the Service Agreement, as applicable) and within the specified maximum hourly quantity at a specified temperature and pressure, provided Shipper has nominated such quantity pursuant to Section 10 and Transporter has been able to confirm said quantity also pursuant to Section 10; and subject to the force majeure provisions of Section 8 and the curtailment provisions of Section 17A and further provided that Shipper's deliveries of gas into Transporter's system by or for the account of Shipper pursuant to Section 12C are equal to scheduled receipt point quantities on a uniform



hourly basis, unless Shipper and Transporter have agreed to a different flow rate for deliveries of gas into Transporter's system.

**"Forwardhaul"** shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in the same direction as the aggregate physical flow of gas in any part of the mainline transportation path.

**"Historic Rate Schedule FTS-2 Service Agreement"** shall mean a service agreement executed prior to March 1, 2021 under Rate Schedule FTS-2, which terms were absorbed into Rate Schedule FTS-1, the General Terms and Conditions and the form of service agreement for Rate Schedule FTS-1, that remains in effect until it expires by its terms.

**"Hydrocarbon Dew point"** shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew point (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

**"In-Line Transfer Point(s)"** shall mean points designated by Transporter other than point of physical ingress or egress from Transporter's system which may be used in nominating, confirming, scheduling and determining receipts and deliveries of transportation on Transporter's system. Transporter's In-Line Transfer Points are Compressor Stations 7, 8, and 11.

**"Internet website"** shall mean the Uniform Resource Locator (URL) of Transporter's Electronic Communication Mechanism on the Internet at <http://fgttransfer.energytransfer.com>.

**"Joint Action Agency"** shall mean a Shipper whose capacity entitlement consists of Public Agencies' aggregated capacity pursuant to Section 11 of Rate Schedules FTS-1, FTS-3, FTS-WD and/or FTS-WD-2.

**"Market Area"** shall mean the area east of Transporter's Mile Post 238.6 located at the Alabama-Florida border.

**"MCF"** shall mean one thousand (1,000) cubic feet of gas.

**"MMBtu"** shall mean a million Btu and shall be deemed equivalent to one Dekatherm.

**"Month"** shall mean a period beginning on the first day and ending on the last day of the calendar month.

**"NAESB"** shall mean the North American Energy Standards Board.

**"NAESB Standards"** shall mean the standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.

**"Negotiated Rate"** shall mean the rate agreed to by Shipper and Transporter which may be less than, equal to or greater than the Maximum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule but shall not be less than the Minimum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

**"NGA"** shall mean the Natural Gas Act of 1938, as amended.

**"Parties"** shall include Transporter and Shipper, and Shipper's Designee(s) or Agent(s), if applicable.

**"Point of Delivery"** or **"Delivery Point"** shall mean the point at the connection of the facilities of Transporter and of a downstream third party facility at which the gas leaves the outlet side of the measuring equipment of Transporter and enters Shipper's distribution system or Shipper's transmission lateral connected to such system. Unless otherwise specified, this term shall also include In-Line Transfer Points.

**"Point of Interest (POI) number"** shall mean the identifying number for a specific Point of Delivery or Point of Receipt on Transporter's system.

**"Point of Receipt"** or **"Receipt Point"** shall mean the point at which gas is received by Transporter into Transporter's system from an upstream source or facility. Unless otherwise specified, this term shall also include In-Line Transfer Points. A listing of existing receipt points is set forth on Transporter's Internet website.

**"Primary Capacity Path(s)"** shall mean the path(s) between the Primary Receipt Point(s) and the Primary Delivery Point(s), as set forth in a Shipper's base firm transportation contract, including mainline and lateral portions of the pipeline, regardless of direction of flow, as amended by capacity release transactions. Transporter shall post on its Internet website a pipeline map that can assist a Shipper in determining whether its Primary Capacity Path(s) is (are) located on the east leg mainline, on the west leg mainline, or both, within Transporter's Market Area. Transporter's Internet website shall promptly post all filings and notices of filings that may result in changes to the Primary Capacity Path of any Shipper. Transporter shall promptly notify Shippers of any material change in the east leg mainline and west leg mainline in a tariff filing.

**"Primary Delivery Point(s)"** shall mean those Delivery Point(s) listed on Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ.

**"Primary Receipt Point(s)"** shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ. Primary Receipt Point(s) are also deemed to include In-Line Transfer Points to the extent set forth in Section 8 of the FTS-1, FTS-3, SFTS, FTS-WD and FTS-WD-2 Rate Schedules.

**"Public Agency"** shall mean an entity which is a Shipper and which is also a political subdivision or agency of the State of Florida, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, and metropolitan or consolidated government.

**"Receipt Gas Day"** shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

**"Receipt Month"** shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

**"Release"** shall mean a relinquishment of firm capacity right(s) by a Shipper pursuant to Section 18 of these General Terms and Conditions.

**"Reticulated Areas"** shall mean the areas on or served from a portion of Transporter's system in which the direction of gas flow changes from time to time. Such point(s) are shown in Section 31 of the General Terms and Conditions, and Transporter shall post a map on its Internet website identifying the points located within each Reticulated Area. Any changes in Reticulated Areas shall be described by Transporter in a tariff filing and promptly posted on a map on its Internet website.

**"ROFR"** shall mean the Right of First Refusal pursuant to Section 20 of the General Terms and Conditions.

**"Sales Division"** shall mean the division of Florida Gas Transmission Company, LLC making sales under the blanket sales certificate issued to Florida Gas Transmission Company under Order No. 636.

**"Service Year"** shall mean a period of time beginning on October 1 of each year and ending at the next succeeding September 30.

**"Segmented Transaction"** shall mean segmentation either by capacity release or through the nomination process.

**"Supply Area"** shall mean Transporter's facilities outside of the State of Florida.

**"Tax" or "Taxes"** shall mean any tax, fee, charge or assessment and shall include, but not be limited to, occupation, production, severance, gathering transportation, pipeline, footage, sales or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon Transporter whether under direct imposition by Federal, State or local authorities or pursuant to the terms of any present or future contract.

**"TECM"** shall mean Transporter's Transactional Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

**"Transporter"** or **"Transportation Service Provider (TSP)"** shall mean Florida Gas Transmission Company, LLC, the party receiving gas at the Receipt Points and transporting quantities to the Points of Delivery.

**"Transporting Pipeline"** shall mean any third party pipeline system on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing transportation service. (The only pipeline that currently meets this definition is Southern Natural Gas Company.)

**"Western Division"** shall mean the area west of Transporter's Mile Post 238.6 located at the Alabama-Florida border and all facilities of Transporter not located in the state of Florida. Western Division shall also include noncontiguous supply laterals.

**"Working day"** shall mean "Business Days" as such term is defined in the NAESB Standards and shall include the days Monday through Friday, exclusive of Federal Banking Holidays, unless notified otherwise. A listing of such holidays shall be posted on Transporter's Internet website each December 15 for the following calendar year.

**"Written"** or **"in writing"** or any other combination of words indicating a requirement that a document be in a physically written form shall include any service agreement, amendment to a service agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.

**"Year"** shall mean a period of a calendar year commencing on January 1st and ending on December 31st.

MARKED VERSION

RATE SCHEDULE FTS-WD  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
  - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
  - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
  - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

### 3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

#### A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <http://fgttransfer.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.
9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary

Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.

10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
  - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or



- (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
- (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.

- 4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure

to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel rate of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD Service Agreement which are assigned an MDQ. Shipper may release capacity from the closest in-line transfer point east of the Primary Receipt Point. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such new requested Primary Delivery Points must be located in Transporter's Western Division.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, and/or (b) Rate Schedule FTS-WD pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD Service Agreement pursuant to this Section 11.

2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:

- i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.
- ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for the periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.
- iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency’s Service Agreement shall not exceed the MDQ existing prior to aggregation.
- iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency’s Service Agreement shall not exceed the MDQ existing prior to aggregation.
- v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have differently underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter’s tariff.

The Joint Action Agency must meet Transporter’s creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 11.A3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

1112. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

RATE SCHEDULE FTS-WD-2  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
  - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
  - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
  - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis. Primary Delivery Points must be west of the Primary Receipt Points under this Rate Schedule.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum



Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

### 3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

#### A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <http://fgttransfer.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.

9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel. Such requested Primary Receipt Points shall be in Transporter's Western Division and shall be located east of the Primary Delivery Points in Shipper's FTS-WD-2 Service Agreement.
10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division and shall be located west of the Primary Receipt Points in Shipper's FTS-WD-2 Service Agreement.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD-2 Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.

3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:
  - (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
  - (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
  - (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.
4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to

make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD-2 a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 or provided for in Section 5

herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2 of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD-2. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel percentage of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each

receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD-2.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD-2 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such requested Primary Receipt Points must be in Transporter's Western Division and shall be located east of the Primary Delivery Points in Shipper's FTS-WD-2 Service Agreement.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD-2 Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD-2 Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD-2 Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD-2 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of

this Rate Schedule, but which contains only the information relevant to the changes requested. Such new requested Primary Delivery Points must be located in Transporter's Western Division and shall be located west of the Primary Receipt Points in Shipper's FTS-WD-2 Service Agreement.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD-2 Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD-2 Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD-2 Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, and/or (b) Rate Schedule FTS-WD-2 pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 filing by Transporter, and/or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest filings of Transporter, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD-2 Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD-2 Service Agreement pursuant to this Section 11.

2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:

i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for the Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.

ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.

iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.

iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to the aggregation.

v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have different underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter's tariff.

The Joint Action Agency must meet Transporter's creditworthiness standards set forth in Section 16 of the General Terms and Conditions.



4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 11.A.3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

1112. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

The following terms shall have the meanings defined below:

**"Affected Area"** shall mean a physical, geographic area, locale or region of Transporter's pipeline system which is affected by an overpressure or underpressure situation such that Transporter's ability to meet firm service obligations or to provide scheduled service to Shippers in or utilizing that area is impaired.

**"Alternate Delivery Point(s)"** shall mean Delivery Point(s) other than those listed in Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Delivery Point.

**"Alternate Receipt Point(s)"** shall mean Point(s) of Receipt other than those listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement and nominations in excess of the MDQ at a Primary Receipt Point.

**"Backhaul"** shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in a direction opposite of the physical flow of gas for the entire transportation path.

**"British Thermal Unit (Btu)"** shall mean the amount of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute. The Btu shall be reported to 3 or more decimal places.

**"Central Clock Time"** shall be the Central Time, as adjusted for Daylight Savings Time and Standard Time. Unless otherwise stated, as used herein "Central Time" shall mean Central Clock Time.

**"Commission" or "FERC"** shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and services of Transporter.

**"Contact Person"** shall mean the person(s) specified by Shipper that is available by telephone or paging device to receive communication from Transporter at any and all times and upon whose written, oral, or electronic communications Transporter may exclusively rely. Every Shipper must have a contact person and Shipper must provide Transporter with sufficient information to conclusively contact and communicate with such contact person.

**"Cubic Foot of Gas"** shall be the amount of gas necessary to fill a cubic foot of space when the gas is at a temperature of sixty (60) degrees Fahrenheit and under an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

**"Dekatherm (Dt. Or dth)"** shall be the standard unit for purposes of nominations, scheduling, invoicing and balancing.

**"Delivery Gas Day"** shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

**"Delivery Month"** shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

**"Delivery Point Operating Account"** shall be as described in Sections 13.B and 13.1.A of the General Terms and Conditions.

**"Designee" or "Agent"** shall mean a contractually authorized agent of Shipper or Transporter under Section 10E of these General Terms and Conditions.

**"Division"** shall mean one or more Primary Delivery Points under a single service agreement which are (i) included in a divisional or separately stated MDTQ within the total MDTQ of the service agreement, and (ii) interconnected downstream of the Primary Delivery Point(s) on Transporter's system by Shipper's operationally integrated distribution system capable of serving end-users from deliveries at any such Primary Delivery Points forming the Division. The term Division shall include (but not be limited to) all Divisions existing under service agreements in effect on November 2, 1992.

**"ECM"** shall mean Transporter's Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

**"Execution" or "executed"** or any other form of the root word "execute" when used with respect to any service agreement, amendment to service agreement, or any other contract shall include electronic execution pursuant to the procedures established by Transporter.

**"Firm Capacity or Firm Capacity Right"** shall mean the right of Shipper to receive and obligation of Transporter to make available for delivery quantities at Shipper's Primary Delivery Points up to the stated MDQ within the Shipper's MDTQ (for the division or for the Service Agreement, as applicable) and within the specified maximum hourly quantity at a specified temperature and pressure, provided Shipper has nominated such quantity pursuant to Section 10 and Transporter has been able to confirm said quantity also pursuant to Section 10; and subject to the force majeure provisions of Section 8 and the curtailment provisions of Section 17A and further provided that Shipper's deliveries of gas into Transporter's system by or for the account of Shipper pursuant to Section 12C are equal to scheduled receipt point quantities on a uniform

hourly basis, unless Shipper and Transporter have agreed to a different flow rate for deliveries of gas into Transporter's system.

**"Forwardhaul"** shall mean transportation nominated, confirmed and scheduled by Transporter for Shipper which entails the receipt of gas at a point(s) resulting in the transportation of gas in the same direction as the aggregate physical flow of gas in any part of the mainline transportation path.

**"Historic Rate Schedule FTS-2 Service Agreement"** shall mean a service agreement executed prior to March 1, 2021 under Rate Schedule FTS-2, which terms were absorbed into Rate Schedule FTS-1, the General Terms and Conditions and the form of service agreement for Rate Schedule FTS-1, that remains in effect until it expires by its terms.

**"Hydrocarbon Dew point"** shall mean cricondenthem, the highest temperature at which the vapor-liquid equilibrium may be present. The Hydrocarbon Dew point (cricondenthem) calculations are performed using the Peng-Robinson equation of state.

**"In-Line Transfer Point(s)"** shall mean points designated by Transporter other than point of physical ingress or egress from Transporter's system which may be used in nominating, confirming, scheduling and determining receipts and deliveries of transportation on Transporter's system. Transporter's In-Line Transfer Points are Compressor Stations 7, 8, and 11.

**"Internet website"** shall mean the Uniform Resource Locator (URL) of Transporter's Electronic Communication Mechanism on the Internet at <http://fgttransfer.energytransfer.com>.

**"Joint Action Agency"** shall mean a Shipper whose capacity entitlement consists of Public Agencies' aggregated capacity pursuant to Section 11 of Rate Schedules FTS-1, FTS-3, FTS-WD and/or FTS-WD-2.  
~~FTS-3.~~

**"Market Area"** shall mean the area east of Transporter's Mile Post 238.6 located at the Alabama-Florida border.

**"MCF"** shall mean one thousand (1,000) cubic feet of gas.

**"MMBtu"** shall mean a million Btu and shall be deemed equivalent to one Dekatherm.

**"Month"** shall mean a period beginning on the first day and ending on the last day of the calendar month.

**"NAESB"** shall mean the North American Energy Standards Board.

**"NAESB Standards"** shall mean the standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.

**"Negotiated Rate"** shall mean the rate agreed to by Shipper and Transporter which may be less than, equal to or greater than the Maximum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule but shall not be less than the Minimum Rate as set forth on the Currently Effective Rates for the applicable Rate Schedule. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.

**"NGA"** shall mean the Natural Gas Act of 1938, as amended.

**"Parties"** shall include Transporter and Shipper, and Shipper's Designee(s) or Agent(s), if applicable.

**"Point of Delivery"** or **"Delivery Point"** shall mean the point at the connection of the facilities of Transporter and of a downstream third party facility at which the gas leaves the outlet side of the measuring equipment of Transporter and enters Shipper's distribution system or Shipper's transmission lateral connected to such system. Unless otherwise specified, this term shall also include In-Line Transfer Points.

**"Point of Interest (POI) number"** shall mean the identifying number for a specific Point of Delivery or Point of Receipt on Transporter's system.

**"Point of Receipt"** or **"Receipt Point"** shall mean the point at which gas is received by Transporter into Transporter's system from an upstream source or facility. Unless otherwise specified, this term shall also include In-Line Transfer Points. A listing of existing receipt points is set forth on Transporter's Internet website.

**"Primary Capacity Path(s)"** shall mean the path(s) between the Primary Receipt Point(s) and the Primary Delivery Point(s), as set forth in a Shipper's base firm transportation contract, including mainline and lateral portions of the pipeline, regardless of direction of flow, as amended by capacity release transactions. Transporter shall post on its Internet website a pipeline map that can assist a Shipper in determining whether its Primary Capacity Path(s) is (are) located on the east leg mainline, on the west leg mainline, or both, within Transporter's Market Area. Transporter's Internet website shall promptly post all filings and notices of filings that may result in changes to the Primary Capacity Path of any Shipper. Transporter shall promptly notify Shippers of any material change in the east leg mainline and west leg mainline in a tariff filing.

**"Primary Delivery Point(s)"** shall mean those Delivery Point(s) listed on Exhibit B of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2 Service Agreement which are assigned an MDQ.

**"Primary Receipt Point(s)"** shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-1, FTS-3, SFTS, FTS-WD or FTS-WD-2 Service Agreement or a Historic Rate Schedule FTS-2

Service Agreement which are assigned an MDQ. Primary Receipt Point(s) are also deemed to include In-Line Transfer Points to the extent set forth in Section 8 of the FTS-1, FTS-3, SFTS, FTS-WD and FTS-WD-2 Rate Schedules.

**"Public Agency"** shall mean an entity which is a Shipper and which is also a political subdivision or agency of the State of Florida, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, and metropolitan or consolidated government.

**"Receipt Gas Day"** shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

**"Receipt Month"** shall mean a period beginning at 9:00 A.M. Central Clock Time on the first day of any calendar month and ending at 9:00 A.M. Central Clock Time on the first day of the next succeeding calendar month.

**"Release"** shall mean a relinquishment of firm capacity right(s) by a Shipper pursuant to Section 18 of these General Terms and Conditions.

**"Reticulated Areas"** shall mean the areas on or served from a portion of Transporter's system in which the direction of gas flow changes from time to time. Such point(s) are shown in Section 31 of the General Terms and Conditions, and Transporter shall post a map on its Internet website identifying the points located within each Reticulated Area. Any changes in Reticulated Areas shall be described by Transporter in a tariff filing and promptly posted on a map on its Internet website.

**"ROFR"** shall mean the Right of First Refusal pursuant to Section 20 of the General Terms and Conditions.

**"Sales Division"** shall mean the division of Florida Gas Transmission Company, LLC making sales under the blanket sales certificate issued to Florida Gas Transmission Company under Order No. 636.

**"Service Year"** shall mean a period of time beginning on October 1 of each year and ending at the next succeeding September 30.

**"Segmented Transaction"** shall mean segmentation either by capacity release or through the nomination process.

**"Supply Area"** shall mean Transporter's facilities outside of the State of Florida.

**"Tax" or "Taxes"** shall mean any tax, fee, charge or assessment and shall include, but not be limited to, occupation, production, severance, gathering transportation, pipeline, footage, sales or other excise tax or tax of similar nature now or hereafter imposed by any lawful authority upon Transporter whether under direct imposition by Federal, State or local authorities or pursuant to the terms of any present or future contract.

**"TECM"** shall mean Transporter's Transactional Electronic Communications Mechanism pursuant to Section 9 of the General Terms and Conditions.

**"Transporter"** or **"Transportation Service Provider (TSP)"** shall mean Florida Gas Transmission Company, LLC, the party receiving gas at the Receipt Points and transporting quantities to the Points of Delivery.

**"Transporting Pipeline"** shall mean any third party pipeline system on which Transporter holds firm transportation rights and which it has authorization to treat as an extension of Transporter's system for the purpose of providing transportation service. (The only pipeline that currently meets this definition is Southern Natural Gas Company.)

**"Western Division"** shall mean the area west of Transporter's Mile Post 238.6 located at the Alabama-Florida border and all facilities of Transporter not located in the state of Florida. Western Division shall also include noncontiguous supply laterals.

**"Working day"** shall mean "Business Days" as such term is defined in the NAESB Standards and shall include the days Monday through Friday, exclusive of Federal Banking Holidays, unless notified otherwise. A listing of such holidays shall be posted on Transporter's Internet website each December 15 for the following calendar year.

**"Written"** or **"in writing"** or any other combination of words indicating a requirement that a document be in a physically written form shall include any service agreement, amendment to a service agreement, or any other contract or document which has been electronically executed pursuant to the procedures established by Transporter.

**"Year"** shall mean a period of a calendar year commencing on January 1st and ending on December 31st.