



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 29, 2021

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

RE: Florida Gas Transmission Company, LLC
Non-Conforming Agreement with Negotiated Rates
Docket No. RP21-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the tariff records listed on Appendix A to its FERC NGA Gas Tariff, Original Volume No. 1-A, proposed to be effective on February 1, 2021.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission's Regulations, is to file herein an executed copy of the Rate Schedule FTS-WD and Rate Schedule FTS-WD-2 non-conforming service agreements with Topaz Generating, LLC (Topaz).

On July 31, 2020, FGT filed in Docket No. CP20-505-000, a prior notice request pursuant to the Commission's regulations under the Natural Gas Act and FGT's blanket certificate issued in Docket No. CP82-553-000, for authorization to construct, install/modify, own, maintain and operate, certain natural gas pipeline facilities and appurtenant facilities for its Galveston County Project (Project). Topaz has contracted for 40,000 MMBtu/day on the in-service date of the Project under FGT's Rate Schedule FTS-WD and for 67,000 MMBtu/day on the in-service date of the Project under FGT's Rate Schedule FTS-WD-2. The Project facilities being constructed pursuant to the prior notice request and authorization will be ready for service on February 1, 2021.

The service agreement filed herein contains a non-conforming term of service that deviates from the creditworthiness provisions in FGT's General Terms and Conditions. The negotiated creditworthiness provisions are contained in Exhibit D of the service agreement. FGT requests that the Commission find the non-conforming negotiated credit provisions reflect unique circumstances involved with constructing new infrastructure, do not present a risk of undue discrimination, do not affect the operational conditions of providing service, and do not result in any customer receiving a different quality of service.

The service agreements filed herein also include negotiated rates as detailed in the Negotiated Rate Agreements associated with the contracts. The proposed tariff records provide the requisite information for negotiated rates including the name of the shipper, the negotiated rate, the type of service, the receipt and delivery points as well as the term applicable to the negotiated rate and the volume of gas to be transported under each negotiated rate agreement.

This filing contains tariff records titled "Exhibits A, B, C" which will contain Exhibit A, Exhibit B and Exhibit C (if applicable). Exhibit C is used for amendments to the service agreement and is not applicable to an original service agreement. Therefore, there is no Exhibit C within the tariff records herein titled Exhibits A, B, C.

Appendix B attached hereto reflects the Topaz executed service agreements compared to the Rate Schedule FTS-WD or Rate Schedule FTS-WD-2, as applicable, form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records submitted herein be accepted effective February 1, 2021, the effective date of the service agreements. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on February 1, 2021.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. One proposed tariff record in RTF format and eight proposed tariff records in whole document format with metadata attached are being submitted as part of an XML filing package containing the following:

- . A transmittal letter with Appendix A in PDF format
- . A clean copy of the proposed tariff records in PDF format
- . A marked version of the proposed tariff changes in PDF format
- . Appendix B containing a marked version of the executed service agreements compared to the form of service agreement for Rate Schedule FTS-WD or Rate Schedule FTS-WD-2, as applicable, in FGT's Fifth Revised Volume No. 1 Tariff
- . A copy of the complete filing in PDF format for publishing in eLibrary

As the tariff records containing the new service agreements are new tariff records, there is no marked version of the Version 0.0.0 tariff records included in the Marked Tariff attachment.

COMMUNICATIONS, PLEADINGS AND ORDERS

FGT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

Michael T. Langston¹
Vice President
Chief Regulatory Officer
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Kevin P. Erwin¹
General Counsel
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-2745
(713) 989-1212 (Fax)
kevin.erwin@energytransfer.com

¹ Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FGT to include additional representatives on the official service list.

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
January 29, 2021
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Deborah A. Bradbury^{1 2}

Sr. Director – Regulatory Tariffs & Reporting
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7571
(713) 989-1205 (Fax)
debbie.bradbury@energytransfer.com

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 electronically on jurisdictional customers and interested state regulatory agencies. FGT has posted this filing on its Internet web site accessible via <http://fgttransfer.energytransfer.com> under "Informational Postings, Regulatory."

Pursuant to Section 385.2005(a) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of her knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Deborah A Bradbury

Deborah A. Bradbury
Sr. Director – Regulatory Tariffs & Reporting

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

FLORIDA GAS TRANSMISSION COMPANY, LLC
 FERC NGA Gas Tariff
 Original Volume No. 1-A

Proposed to be Effective February 1, 2021

<u>Tariff Record Version</u>	<u>Description</u>	<u>Title</u>
13.0.0	Part I	Table of Contents
0.0.0	Contract No. 126271	Topaz Generating, LLC
0.0.0	Contract No. 126271	Exhibits A, B, C
0.0.0	Contract No. 126271	Exhibit D
0.0.0	Contract No. 126271	Negotiated Rate Agreement
0.0.0	Contract No. 126272	Topaz Generating, LLC
0.0.0	Contract No. 126272	Exhibits A, B, C
0.0.0	Contract No. 126272	Exhibit D
0.0.0	Contract No. 126272	Negotiated Rate Agreement

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FPL Exhibit B	Florida Power & Light Company

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Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
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Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
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FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126271) Topaz Generating, LLC

Option Code "A"

SERVICE AGREEMENT
Firm Transportation Service-Western Division
Rate Schedule FTS-WD
Contract No. 126271

THIS AGREEMENT entered into this 27 day of January 2021, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Topaz Generating, LLC (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

Reserved.

ARTICLE IV

Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD, including the Form of Service Agreement and the existing Service Agreement 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 of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, 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.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective on the later of the in-service date of the Galveston County Project or 02/01/2021 and shall continue in effect for a period of twenty years. Shipper shall have a contractual rollover right set forth in the Service Agreement to extend the term at the Negotiated Rate as permitted pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Topaz Generating, LLC
2001 ProEnergy Blvd
Sedalia MO 65301
Attention: Mike Alvarado, Cliff Oliver, Scott Blair
Telephone No. 660-829-5100

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X - Not Applicable

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A, B and D which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Not Applicable

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

Florida Gas Transmission Company, LLC

DocuSigned by:
Beth Hickey
By: _____

Name: Beth Hickey
Title: SVP US Gas Pipelines

Date: 1-27-2021

SHIPPER

Topaz Generating, LLC

By: Cliff Oliver
By: _____

Name: Cliff Oliver
Title: Vice President

Date: January 22, 2021

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126271) Exhibits A, B, C

Option Code "A"

EXHIBIT A
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 12627
Amendment No. 0

Effective Date of this Exhibit A: The In-Service Date as defined in Article 8.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

<u>Point(s) of Receipt</u>	Point	DRN	Avg	<u>Maximum Daily Quantity (MMBtu)*</u>		
				May-Sept	Oct	Nov-Mar
Zone 1						
Tras Palacios Storage (Rec)	78476	898861	40000	40000	40000	40000
Zone 1 Total:			40000	40000	40000	40000
Total MDTQ:			40000	40000	40000	40000

*Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

EXHIBIT B
TO
RATE SCHEDULE FT8-WD SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topex Generating, LLC
DATED
02/01/2021
Contract No. 126271
Amendment No. 0

Effective Date of this Exhibit B: The In-Service Date as defined in Article 6.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

Point(s) of Delivery

Point Description	Point	DRN	Apr	Maximum Daily Quantity (MMBtu)*		
				May-Sep	Oct	Nov-Mar
Atwater-Topex**	100749		40000	40000	40000	40000
Total MDTQ:			40000	40000	40000	40000

*Quantities are exclusive of Fuel Reimbursement.

** Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities up to a pressure of 620 psig on a uniform hourly basis.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126271) Exhibit D

Option Code "A"

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
TOPAZ GENERATING, LLC
DATED**

C. Gray

January 22, 2021

**Contract No. 126271
Amendment 0**

Effective Date of this Exhibit D: The In-Service Date as defined in Article 6.1 of this Agreement.

**Creditworthiness
CREDIT AGREEMENT**

This Credit Agreement, dated as of this 15th day of April 2020, is by and between Florida Gas Transmission Company, LLC ("Transporter") and Topaz Generating, LLC ("Shipper"). Transporter and Shipper may sometimes be referred to herein individually as a "Party", or together as the "Parties".

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into that certain Construction Coordination Agreement pursuant to which a new meter station is to be constructed at Shipper's site at Attwater Avenue in Galveston County Texas (the "Construction Coordination Agreement") and a Precedent Agreement concerning the new meter station, new lateral and certain facilities necessary to upgrade the horsepower at Compressor Station 4 in Transporter's Western Division (the "Galveston County Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD Agreement and an FTS-WD-2 Agreement (collectively the "FTS-WD Agreements"); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to Shipper's payment obligations associated with the level of expanded capacity subscribed to under the Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if:

(i) its senior unsecured debt rating, at such time, is at least BBB- by S&P Global Ratings, acting through Standard & Poor's Financial Services LLC or its successor ("S&P") and at least Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's") (any such rating, as applicable, a "Debt Rating"), provided, however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3, respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody's long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, "Debt Rating". In the event that the Debt Rating issued by S&P and Moody's are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on financial evaluation of Shipper's audited financial statements to determine the acceptability of such entity's overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years, including notes, prepared in conformity with

generally accepted accounting principles ("GAAP") in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements, including notes, for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements, including notes, for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited or unaudited properly certified (as per above) financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty, substantially in the form of Exhibit A hereto, from a corporate parent that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement; or

(ii) a cash deposit or a standby irrevocable letter of credit ("Letter of Credit") substantially in the form of Exhibit B hereto (including any revisions requested by the issuer thereof), issued by a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A- or Moody's rating of at least A3 on its long-term unsecured debt securities, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement for the entire term of this Precedent Agreement and the FTS-WD Agreements, as may

be extended from time to time ("Credit Support"). The cash deposit or Letter of Credit, or a combination thereof, shall equal Fifteen Million US Dollars (\$15,000,000.00) and, inasmuch as Shipper is not currently creditworthy, the cash deposit or Letter of Credit shall be provided to Transporter on or before the fifteenth (15th) day following the satisfaction or waiver of Transporter's board approval conditions precedent set forth in Sections 5.A.i and 5.A.ii of the Precedent Agreement.

(C) At any time while either this Precedent Agreement or the FTS-WD Agreements, as may be extended from time to time, are effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) Transporter determines that based on facts and circumstances occurring after receipt of a Letter of Credit hereunder, any bank that issued such Letter of Credit in favor of Transporter no longer meets the criteria set forth in Section 1(B)(ii), then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) In the event that Transporter makes a drawing on a Letter of Credit provided hereunder due to Shipper's failure to replace such Letter of Credit, as permitted pursuant to the Letter of Credit, the cash proceeds from such drawing shall be held by Transporter as a cash deposit made pursuant hereto.

(E) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the ninetieth (90th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-WD Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-WD Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

2. **Notice.** Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Interstate Credit Risk

With copy to:

Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306

Attention: Commercial Operations

Shipper:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Mike Alvarado or Cliff Oliver

with a copy to:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Scott Blair

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper. This Credit Agreement shall be subject in all respects to Transporter's FERC Gas Tariff, as amended from time to time (the "Tariff"), and the Precedent Agreement; except that to the extent of any conflict between this Credit Agreement, on the one hand, or the Tariff or Precedent Agreement, on the other, this Credit Agreement shall prevail.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to permanently assign its interest in the Precedent Agreement or permanently release the executed FTS-WD Agreements, as applicable, the assignee or permanent acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name. The terms and conditions set forth in such new Credit Agreement and the obligations of the Parties thereunder shall be consistent with this Credit Agreement such that Transporter is financially indifferent; otherwise, any such assignment or release shall not be permissible.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties

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hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. ~~Counterparts~~ This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS.]

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IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Florida Gas Transmission Company, LLC

Topaz Generating, LLC

Designed by:
By Bob Hickey
001F028FFC034A8

By: Mike Bink

Title: SVP - Interstate

Title: Senior Vice President

Date: 4/15/2020

Date: 4-15-2020

APPENDIX "A" -

GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20____, by _____, a _____ corporation, ("Guarantor"), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("FGT").

WITNESSETH:

WHEREAS, [SHIPPER], a [STATE OF INCORPORATION] (CORP, LP OR LLC), has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, [SHIPPER] has entered into the Construction Coordination Agreement, dated _____ (as such agreement may from time to time be modified, supplemented, amended, or extended),

WHEREAS, [SHIPPER] (including its successors and permitted assigns under Section [7] of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into firm transportation service agreements and negotiated rate agreements for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (the "FTS WD Agreements");

WHEREAS, Shipper has certain obligations to FGT in connection with the PA, the FTS WD Agreements and the Construction Coordination Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS WD Agreements, referred to as the "Guaranteed Obligations");

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to FGT the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damage pursuant to the PA and the FTS WD Agreements. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS WD Agreements,

Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by FGT for payment hereunder shall be in writing, signed by a duly authorized representative of FGT and delivered to Guarantor pursuant to Section 18 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify FGT, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by FGT upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of FGT in reliance on such payment.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA, FTS WD Agreements and the Construction Coordination Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA, FTS WD Agreements or the Construction Coordination Agreement or any transactions contemplated thereby (such retained and reserved and not waived or

excluded rights, counterclaims and other defenses, the "Retained Defenses").

6. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).
6. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations;
 - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or
 - (d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of FGT in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which FGT would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver

of the rights of FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

9. Guarantor hereby agrees with FGT that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §5101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).

10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

(b) Except as provided in Section 1 above, Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of non-performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

11. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed

and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) **No Violation.** Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) **Governmental Approvals.** No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) **Litigation.** There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

12. In the event this Guaranty is collected or enforced by or through an attorney at law, Guarantor will reimburse FGT for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of and be enforceable by FGT and its successors and assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of FGT which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, FGT may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet FGT's credit requirements.
14. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and FGT.

15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by facsimile transmission (with receipt confirmed by an electronically generated written confirmation) with a copy sent via US Mail or overnight courier, or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addressee and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

If to FGT, to:

Florida Gas Transmission Company, LLC
Attn: Interstate Credit Risk Management
1300 Main St.
Houston, Texas 77002-8803
interstatecredit.mailbox@energytransfer.com

With a copy to:
Florida Gas Transmission Company, LLC.
Attn: Legal Department
1300 Main St.
Houston, Texas 77002-8803
Facsimile: 713-869-1212

17. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND FGT (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE

TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
19. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS WD Agreements, supersedes all prior agreements related to the subject matter hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

GUARANTOR

By: _____

Name: _____

Title: _____

"Exhibit B"

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: [BENEFICIARY]
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD _____

EXPIRATION:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF (BENEFICIARY).

- 1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS MATERIALLY BREACHED OR IS OTHERWISE IN MATERIAL DEFAULT UNDER (SUBJECT TO ANY APPLICABLE GRACE PERIOD OR OPPORTUNITY TO CURE) THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF () (THE "PRECEDENT AGREEMENT") OR ONE OR BOTH OF THE FTS-WD AGREEMENTS (AS DEFINED IN THE PRECEDENT AGREEMENT), AND, AS A RESULT THEREOF, THE AMOUNT OF USD \$ _____ IS DUE AND OWING BY (INSERT APPLICANT'S NAME). THEREFORE, WE HEREBY DEMAND PAYMENT OF SUCH AMOUNT."**

[NOTE: If the Applicant is not the counterparty to the agreement, then replace the word "APPLICANT" with the counterparty's name.]

OR

2. "THIS LETTER OF CREDIT WILL EXPIRE WITHIN FORTY FIVE (45) DAYS AND THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK] THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER SECURITY AS REQUIRED BY THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE "PRECEDENT AGREEMENT") OR THE BENEFICIARY'S TARIFF (AS DEFINED IN THE PRECEDENT AGREEMENT), AS APPLICABLE. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____."

SPECIAL CONDITIONS:

- **IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST FORTY FIVE (45) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD."**
- **ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.**
- **DRAW DOCUMENTS MAY BE PRESENTED IN PERSON, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].**
- **PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.**
- **BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO INTERSTATECREDIT.MAILBOX@ENERGYTRANSFER.COM WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.**
- **PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3rd) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.**

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- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT ADDRESSED BY ISP98, THIS CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAWS.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OF CREDIT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN THE COUNTY OF HARRIS OR OF THE UNITED STATES OF AMERICA IN THE SOUTHERN DISTRICT OF TEXAS SITTING IN THE COUNTY OF HARRIS. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS SOLELY FOR THE PURPOSES OF THIS LETTER OF CREDIT. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW (I) ANY OBJECTION EITHER OF US MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, AND (II) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF CREDIT.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126271) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 8, 2021

Topaz Generating, LLC
Mr. Mike Alvarado, Mr. Cliff Oliver, Mr. Scott Blair
2100 ProEnergy Blvd.
Sedalia, Missouri 65301

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC
Rate Schedule FTS-WD, Contract No. 126271

Dear Gentlemen:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 27 day of January, 2021 by and between Florida Gas Transmission Company, LLC ("Transporter") and Topaz Generating, LLC ("Shipper"). Transporter and Shipper are parties to that certain Precedent Agreement dated April 15, 2020 ("Precedent Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter's Rate Schedule FTS-WD ("Service Agreement").

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter's FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions ("GT&C"), and forms of service agreement), as amended from time to time ("Tariff").

- 1. Negotiated Rates:** During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, (i) for the first seven years of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.10 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future

surcharges, and (ii) for the remainder of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.27 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges (hereinafter referred to as the "Negotiated Rate").

2. **Applicability of Negotiated Rates:** Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.
3. **Effect of Negotiated Rate:** Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. **No Refund Obligations:** If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. **Transporter's Tariff:** Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.

6. **Term:** This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.

7. **Regulatory Approval:** Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

8. **Entire Agreement:** This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.

9. **Notices:** All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

DocuSigned by:
By: Beth Hickey

801FB2BFFC034A5...
Name: Beth Hickey

Title: VP US Gas Pipelines

ACCEPTED AND AGREED TO:

This 22 day of January, 2021

Topaz Generating, LLC

By: Cliff Oliver

Name: Cliff Oliver

Title: Vice President

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126272) Topaz Generating, LLC

Option Code "A"

SERVICE AGREEMENT
Firm Transportation Service-Western Division
Rate Schedule FTS-WD-2
Contract No. 126272

THIS AGREEMENT entered into this 27 day of JANUARY 2021, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Topaz Generating, LLC (herein called "Shipper"),

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2, including the Form of Service Agreement and the existing Service Agreement 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 of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, 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.

ARTICLE V

Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective on the later of the in-service date of the Galveston County Project or 02/01/2021 and shall continue in effect for a period of twenty years. Shipper shall have a contractual rollover right set forth in the Service Agreement to extend the term at the Negotiated Rate as permitted pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD-2.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Topaz Generating, LLC
2001 ProEnergy Blvd
Sedalia MO 66301
Attention: Mike Alvarado, Cliff Oliver, Scott Blair
Telephone No. 660-829-5100

ARTICLE VIII

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX - Not Applicable

ARTICLE X

Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI

Other Provisions

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A, B and D which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Not Applicable

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

Florida Gas Transmission Company, LLC

DocuSigned by:
Beth Hickey
By: _____
Name: Beth Hickey
Title: EVP US Gas Pipelines
Date: 1-27-2021

SHIPPER

Topaz Generating, LLC

By: Cliff Oliver
Name: Cliff Oliver
Title: Vice President
Date: January 22, 2021

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

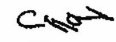
Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126272) Exhibits A, B, C

Option Code "A"

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 12672
Amendment No. 0


 January 22, 2021

Effective Date of this Exhibit A: The In-Service Date as defined in Article 5.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>Maximum Daily Quantity (MMBtu)*</u>		
				<u>May-Sep</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 1						
HPL Texoma (Rec)	8774	28219	67000	67000	67000	67000
Zone 1 Total:			67000	67000	67000	67000
Total MDTQ:			67000	67000	67000	67000

*Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

EXHIBIT B
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 126272
Amendment No. 0

Effective Date of this Exhibit B: The In-Service Date as defined in Article 5.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

Point(s) of Delivery

Point Description	Point	DRN	Apr	<u>Maximum Daily Quantity (MMBtu)*</u>		
				May-Sep	Oct	Nov-Mar
Attwater-Topaz	100749		67000	67000	67000	67000
Total MDTQ:			67000	67000	67000	67000

*Quantities are exclusive of Fuel Reimbursement.

** Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities up to a pressure of 620 psig on a uniform hourly basis.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126272) Exhibit D

Option Code "A"

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
TOPAZ GENERATING, LLC
DATED**



January 22, 2021

**Contract No. 126272
Amendment 0**

Effective Date of this Exhibit D: The In-Service Date as defined in Article 5.1 of this Agreement.

**Creditworthiness
CREDIT AGREEMENT**

This Credit Agreement, dated as of this 15th day of July 2020, is by and between Florida Gas Transmission Company, LLC ("Transporter") and Topaz Generating, LLC ("Shipper"). Transporter and Shipper may sometimes be referred to herein individually as a "Party", or together as the "Parties".

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into that certain Construction Coordination Agreement pursuant to which a new meter station is to be constructed at Shipper's site at Attwater Avenue in Galveston County Texas (the "Construction Coordination Agreement") and a Precedent Agreement concerning the new meter station, new lateral and certain facilities necessary to upgrade the horsepower at Compressor Station 4 in Transporter's Western Division (the "Galveston County Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD Agreement and an FTS-WD-2 Agreement (collectively the "FTS-WD Agreements"); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to Shipper's payment obligations associated with the level of expanded capacity subscribed to under the Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed "Creditworthy" hereunder, as of a particular time, if:

(i) its senior unsecured debt rating, at such time, is at least BBB- by S&P Global Ratings, acting through Standard & Poor's Financial Services LLC or its successor ("S&P") and at least Baa3 by Moody's Investors Service, Inc. or its successor ("Moody's") (any such rating, as applicable, a "Debt Rating"), provided, however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3, respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody's long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, "Debt Rating". In the event that the Debt Rating issued by S&P and Moody's are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on financial evaluation of Shipper's audited financial statements to determine the acceptability of such entity's overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years, including notes, prepared in conformity with

generally accepted accounting principles ("GAAP") in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements, including notes, for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements, including notes, for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited or unaudited properly certified (as per above) financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty, substantially in the form of Exhibit A hereto, from a corporate parent that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement; or

(ii) a cash deposit or a standby irrevocable letter of credit ("Letter of Credit") substantially in the form of Exhibit B hereto (including any revisions requested by the issuer thereof), issued by a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A- or Moody's rating of at least A3 on its long-term unsecured debt securities, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement for the entire term of this Precedent Agreement and the FTS-WD Agreements, as may

be extended from time to time ("Credit Support"). The cash deposit or Letter of Credit, or a combination thereof, shall equal Fifteen Million US Dollars (\$15,000,000.00) and, inasmuch as Shipper is not currently creditworthy, the cash deposit or Letter of Credit shall be provided to Transporter on or before the fifteenth (15th) day following the satisfaction or waiver of Transporter's board approval conditions precedent set forth in Sections 5.A.i and 5.A.ii of the Precedent Agreement.

(C) At any time while either this Precedent Agreement or the FTS-WD Agreements, as may be extended from time to time, are effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) Transporter determines that based on facts and circumstances occurring after receipt of a Letter of Credit hereunder, any bank that issued such Letter of Credit in favor of Transporter no longer meets the criteria set forth in Section 1(B)(ii), then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) In the event that Transporter makes a drawing on a Letter of Credit provided hereunder due to Shipper's failure to replace such Letter of Credit, as permitted pursuant to the Letter of Credit, the cash proceeds from such drawing shall be held by Transporter as a cash deposit made pursuant hereto.

(E) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the ninetieth (90th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-WD Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-WD Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

2. **Notice.** Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Interstate Credit Risk

With copy to:

Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306

Attention: Commercial Operations

Shipper:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Mike Alvarado or Cliff Oliver

with a copy to:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Scott Blair

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper. This Credit Agreement shall be subject in all respects to Transporter's FERC Gas Tariff, as amended from time to time (the "Tariff"), and the Precedent Agreement; except that to the extent of any conflict between this Credit Agreement, on the one hand, or the Tariff or Precedent Agreement, on the other, this Credit Agreement shall prevail.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to permanently assign its interest in the Precedent Agreement or permanently release the executed FTS-WD Agreements, as applicable, the assignee or permanent acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name. The terms and conditions set forth in such new Credit Agreement and the obligations of the Parties thereunder shall be consistent with this Credit Agreement such that Transporter is financially indifferent; otherwise, any such assignment or release shall not be permissible.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties

Confidential

hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. ~~Counterparts~~ This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS.]

Confidential

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Florida Gas Transmission Company, LLC

Topaz Generating, LLC

Designed by:
By Bob Hickey
001F028FFC034A8

By: Mike Bink

Title: SVP - Interstate

Title: Senior Vice President

Date: 4/15/2020

Date: 4-15-2020

APPENDIX "A" -

GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20____, by _____, a _____ corporation, ("Guarantor"), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("FGT").

WITNESSETH:

WHEREAS, [SHIPPER], a [STATE OF INCORPORATION] (CORP, LP OR LLC), has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, [SHIPPER] has entered into the Construction Coordination Agreement, dated _____ (as such agreement may from time to time be modified, supplemented, amended, or extended),

WHEREAS, [SHIPPER] (including its successors and permitted assigns under Section [7] of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into firm transportation service agreements and negotiated rate agreements for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (the "FTS WD Agreements");

WHEREAS, Shipper has certain obligations to FGT in connection with the PA, the FTS WD Agreements and the Construction Coordination Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS WD Agreements, referred to as the "Guaranteed Obligations");

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to FGT the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damage pursuant to the PA and the FTS WD Agreements. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS WD Agreements,

Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by FGT for payment hereunder shall be in writing, signed by a duly authorized representative of FGT and delivered to Guarantor pursuant to Section 18 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify FGT, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by FGT upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of FGT in reliance on such payment.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA, FTS WD Agreements and the Construction Coordination Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA, FTS WD Agreements or the Construction Coordination Agreement or any transactions contemplated thereby (such retained and reserved and not waived or

excluded rights, counterclaims and other defenses, the "Retained Defenses").

6. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).
6. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations;
 - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or
 - (d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of FGT in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which FGT would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver

of the rights of FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

9. Guarantor hereby agrees with FGT that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §5101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).

10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

(b) Except as provided in Section 1 above, Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of non-performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

11. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed

and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) **No Violation.** Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) **Governmental Approvals.** No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) **Litigation.** There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

12. In the event this Guaranty is collected or enforced by or through an attorney at law, Guarantor will reimburse FGT for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of and be enforceable by FGT and its successors and assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of FGT which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, FGT may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet FGT's credit requirements.
14. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and FGT.

15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by facsimile transmission (with receipt confirmed by an electronically generated written confirmation) with a copy sent via US Mail or overnight courier, or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addressee and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

If to FGT, to:

Florida Gas Transmission Company, LLC
Attn: Interstate Credit Risk Management
1300 Main St.
Houston, Texas 77002-8803
interstatecredit.mailbox@energytransfer.com

With a copy to:
Florida Gas Transmission Company, LLC.
Attn: Legal Department
1300 Main St.
Houston, Texas 77002-8803
Facsimile: 713-869-1212

17. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or null otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND FGT (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE

TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

16. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
19. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS WD Agreements, supersedes all prior agreements related to the subject matter hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

GUARANTOR

By: _____

Name: _____

Title: _____

"Exhibit B"

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: [BENEFICIARY]
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD _____

EXPIRATION:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF (BENEFICIARY).

- 1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS MATERIALLY BREACHED OR IS OTHERWISE IN MATERIAL DEFAULT UNDER (SUBJECT TO ANY APPLICABLE GRACE PERIOD OR OPPORTUNITY TO CURE) THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF () (THE "PRECEDENT AGREEMENT") OR ONE OR BOTH OF THE FTS-WD AGREEMENTS (AS DEFINED IN THE PRECEDENT AGREEMENT), AND, AS A RESULT THEREOF, THE AMOUNT OF USD \$ _____ IS DUE AND OWING BY (INSERT APPLICANT'S NAME). THEREFORE, WE HEREBY DEMAND PAYMENT OF SUCH AMOUNT."**

[NOTE: If the Applicant is not the counterparty to the agreement, then replace the word "APPLICANT" with the counterparty's name.]

OR

2. THIS LETTER OF CREDIT WILL EXPIRE WITHIN FORTY FIVE (45) DAYS AND THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK] THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER SECURITY AS REQUIRED BY THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE "PRECEDENT AGREEMENT") OR THE BENEFICIARY'S TARIFF (AS DEFINED IN THE PRECEDENT AGREEMENT), AS APPLICABLE. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____."

SPECIAL CONDITIONS:

- **IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST FORTY FIVE (45) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD."**
- **ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.**
- **DRAW DOCUMENTS MAY BE PRESENTED IN PERSON, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].**
- **PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.**
- **BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO INTERSTATECREDIT.MAILBOX@ENERGYTRANSFER.COM WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.**
- **PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3rd) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.**

Confidential

- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT ADDRESSED BY ISP98, THIS CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAWS.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OF CREDIT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN THE COUNTY OF HARRIS OR OF THE UNITED STATES OF AMERICA IN THE SOUTHERN DISTRICT OF TEXAS SITTING IN THE COUNTY OF HARRIS. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS SOLELY FOR THE PURPOSES OF THIS LETTER OF CREDIT. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW (I) ANY OBJECTION EITHER OF US MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, AND (II) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF CREDIT.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2021

(Version 0.0.0, Contract No. 126272) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Under Morgan Affiliate

January 8, 2021

Topaz Generating, LLC
Mr. Mike Alvarado, Mr. Cliff Oliver, Mr. Scott Blair
2100 ProEnergy Blvd.
Sedalia, Missouri 65301

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC
Rate Schedule FTS-WD-2, Contract No. 126272

Dear Gentlemen:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 27 day of January, 2021 by and between Florida Gas Transmission Company, LLC ("Transporter") and Topaz Generating, LLC ("Shipper"). Transporter and Shipper are parties to that certain Precedent Agreement dated April 15, 2020 ("Precedent Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter's Rate Schedule FTS-WD-2 ("Service Agreement").

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter's FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions ("GT&C"), and forms of service agreement), as amended from time to time ("Tariff").

1. **Negotiated Rates:** During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, (i) for the first seven years of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.10 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future

surcharges, and (ii) for the remainder of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.27 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges (hereinafter referred to as the "Negotiated Rate").

2. **Applicability of Negotiated Rates:** Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

3. **Effect of Negotiated Rate:** Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.

4. **No Refund Obligations:** If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.

5. **Transporter's Tariff:** Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.

6. **Term:** This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.

7. **Regulatory Approval:** Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

8. **Entire Agreement:** This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.

9. **Notices:** All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

By: Beth Hickey

Name: Beth Hickey

Title: EVP US Gas Pipelines

ACCEPTED AND AGREED TO:

This ___ day of _____,

Topaz Generating, LLC

By: Cliff

Name: Cliff Oliver

Title: Vice President

MARKED VERSION

PART I
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Part II Non-Conforming Service Agreements

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Contract No.	Reserved
Contract No.	Reserved
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Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
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Contract No. 122314	Seminole Electric Cooperative, Inc.
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Contract No. 122315	Seminole Electric Cooperative, Inc.
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Contract No. 122907	Shell Energy North America (US), L.P.
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Contract No. 123086 Exhibit D
Contract No. 123086 Negotiated Rate Agreement

Contract No. 123145 Ascend Performance Materials Inc.
Contract No. 123145 Exhibits A, B, C
Contract No. 123145 Exhibit D
Contract No. 123145 Negotiated Rate Agreement

Contract No. 123157 JERA Energy America LLC
Contract No. 123157 Exhibits A, B, C
Contract No. 123157 Credit Agreement
Contract No. 123157 Negotiated Rate Agreement

Contract No. 125351 Entergy Louisiana, LLC
Contract No. 125351 Exhibits A, B, C
Contract No. 125351 Credit Agreement
Contract No. 125351 Negotiated Rate Agreement

Contract No. 126271 Topaz Generating, LLC
Contract No. 126271 Exhibits A, B, C
Contract No. 126271 Exhibit D
Contract No. 126271 Negotiated Rate Agreement

Contract No. 126272 Topaz Generating, LLC
Contract No. 126272 Exhibits A, B, C
Contract No. 126272 Exhibit D
Contract No. 126272 Negotiated Rate Agreement

Executed Service Agreements
Compared to Forms of Service Agreement
In Florida Gas Transmission Company, LLC
Fifth Revised Volume No. 1 Tariff

Rate Schedule FTS-WD
Topaz Generating, LLC
Contract No. 126271

And

Rate Schedule FTS-WD-2
Topaz Generating, LLC
Contract No. 126272

SERVICE AGREEMENT
Firm Transportation Service-Western Division
Rate Schedule FTS-WD
Contract No. **126271**

THIS AGREEMENT entered into this **27** day of **January, 2021**, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and **Topaz Generating, LLC** (herein called "Shipper"),

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

Reserved.

ARTICLE IV

Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to **suspend or** terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD, including the Form of Service Agreement and the existing Service Agreement 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 of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, 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.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective **on the later of the in-service date of the Galveston County Project or 02/01/2021** and shall continue in effect for a period of twenty years. Shipper shall have a contractual rollover right set forth in the Service Agreement to extend the term at the Negotiated Rate as permitted pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Topaz Generating, LLC
2001 ProEnergy Blvd
Sedalia MO 65301
Attention: Mike Alvarado, Cliff Oliver, Scott Blair
Telephone No. 660-829-5100
~~Fax No. _____~~

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X - Not Applicable

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A, ~~and B~~ and D which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Not Applicable

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

Florida Gas Transmission Company, LLC

SHIPPER

Topaz Generating, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 126271
Amendment No. 0

Effective Date of this Exhibit A: The In-Service Date as defined in Article 6.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

<u>Point(s) of Receipt</u>			<u>Maximum Daily Quantity (MMBtu)*</u>			
<u>Point Description</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 1						
<i>Tres Palacios Storage (Rec)</i>	78475	696661	40000	40000	40000	40000
Zone 1 Total:			40000	40000	40000	40000
Total MDTQ:			40000	40000	40000	40000

*Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

EXHIBIT B
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 126271
Amendment No. 0

Effective Date of this Exhibit B: The In-Service Date as defined in Article 6.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

<u>Point(s) of Delivery</u>				<u>Maximum Daily Quantity (MMBtu)*</u>		
<u>Point Description</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Attwater- Topaz**	100749		40000	40000	40000	40000
Total MDTQ:			40000	40000	40000	40000

***Quantities are exclusive of Fuel Reimbursement.**

**** Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities up to a pressure of 620 psig on a uniform hourly basis.**

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
TOPAZ GENERATING, LLC
DATED**

**Contract No.126271
Amendment 0**

Effective Date of this Exhibit D: The In-Service Date as defined in Article 6.1 of this Agreement.

Creditworthiness
CREDIT AGREEMENT

This Credit Agreement, dated as of this 15 day of April, 2020, is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Topaz Generating, LLC (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into that certain Construction Coordination Agreement pursuant to which a new meter station is to be constructed at Shipper’s site at Attwater Avenue in Galveston County Texas (the “Construction Coordination Agreement”) and a Precedent Agreement concerning the new meter station, new lateral and certain facilities necessary to upgrade the horsepower at Compressor Station 4 in Transporter’s Western Division (the “Galveston County Project) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD Agreement and an FTS-WD-2 Agreement (collectively the “FTS-WD Agreements”); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to Shipper’s payment obligations associated with the level of expanded capacity subscribed to under the Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed “Creditworthy” hereunder, as of a particular time, if:

(i) its senior unsecured debt rating, at such time, is at least BBB- by S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC or its successor (“S&P”) and at least Baa3 by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (any such rating, as applicable, a “Debt Rating”), provided, however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3, respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody’s long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, “Debt Rating”. In the event that the Debt Rating issued by S&P and Moody’s are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on financial evaluation of Shipper’s audited financial statements to determine the acceptability of such entity’s overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years, including notes, prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States of America or, for non-

U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements, including notes, for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements, including notes, for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited or unaudited properly certified (as per above) financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty, substantially in the form of Exhibit A hereto, from a corporate parent that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement; or

(ii) a cash deposit or a standby irrevocable letter of credit ("Letter of Credit") substantially in the form of Exhibit B hereto (including any revisions requested by the issuer thereof), issued by a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A- or Moody's rating of at least A3 on its long-term unsecured debt securities, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement for the entire term of this Precedent Agreement and the FTS-WD Agreements, as may be extended from time to time ("Credit Support"). The cash deposit or Letter of Credit, or a combination thereof, shall equal Fifteen Million US Dollars (\$15,000,000.00) and, inasmuch as

Shipper is not currently creditworthy, the cash deposit or Letter of Credit shall be provided to Transporter on or before the fifteenth (15th) day following the satisfaction or waiver of Transporter's board approval conditions precedent set forth in Sections 5.A.i and 5.A.ii of the Precedent Agreement.

(C) At any time while either this Precedent Agreement or the FTS-WD Agreements, as may be extended from time to time, are effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) Transporter determines that based on facts and circumstances occurring after receipt of a Letter of Credit hereunder, any bank that issued such Letter of Credit in favor of Transporter no longer meets the criteria set forth in Section 1(B)(ii), then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) In the event that Transporter makes a drawing on a Letter of Credit provided hereunder due to Shipper's failure to replace such Letter of Credit, as permitted pursuant to the Letter of Credit, the cash proceeds from such drawing shall be held by Transporter as a cash deposit made pursuant hereto.

(E) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the ninetieth (90th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-WD Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-WD Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Interstate Credit Risk

With copy to:

Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Commercial Operations

Shipper: Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Mike Alvorado or Cliff Oliver

with a copy to:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Scott Blair

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper. This Credit Agreement shall be subject in all respects to Transporter's FERC Gas Tariff, as amended from time to time (the "Tariff"), and the Precedent Agreement; except that to the extent of any conflict between this Credit Agreement, on the one hand, or the Tariff or Precedent Agreement, on the other, this Credit Agreement shall prevail.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to permanently assign its interest in the Precedent Agreement or permanently release the executed FTS-WD Agreements, as applicable, the assignee or permanent acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name. The terms and conditions set forth in such new Credit Agreement and the obligations of the Parties thereunder shall be consistent with this Credit Agreement such that Transporter is financially indifferent; otherwise, any such assignment or release shall not be permissible.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Florida Gas Transmission Company, LLC

Topaz Generating, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"

GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of **[DATE], 20____**, by _____, a _____ corporation, ("Guarantor"), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("FGT").

WITNESSETH:

WHEREAS, **[SHIPPER]**, a [(STATE OF INCORPORATION) (CORP, LP OR LLC)], has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, [SHIPPER] has entered into the Construction Coordination Agreement, dated _____ (as such agreement may from time to time be modified, supplemented, amended, or extended).

WHEREAS, [SHIPPER] (including its successors and permitted assigns under Section [7] of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into firm transportation service agreements and negotiated rate agreements for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (the "FTS WD Agreements");

WHEREAS, Shipper has certain obligations to FGT in connection with the PA, the FTS WD Agreements and the Construction Coordination Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS WD Agreements, referred to as the "Guaranteed Obligations");

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to FGT the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damage pursuant to the PA and the FTS WD Agreements. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS WD Agreements,

Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by FGT for payment hereunder shall be in writing, signed by a duly authorized representative of FGT and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify FGT, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by FGT upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of FGT in reliance on such payment.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or

similar status of Shipper, the power or authority of Shipper to enter into the PA, FTS WD Agreements and the Construction Coordination Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA, FTS WD Agreements or the Construction Coordination Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").

5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).
6. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations;
 - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or
 - (d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other

circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of FGT in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which FGT would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.
9. Guarantor hereby agrees with FGT that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

(b) Except as provided in Section 1 above, Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have

no duty to advise Guarantor of information known to it regarding such circumstances or risks.

11. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) No Violation. Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) Litigation. There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

12. In the event this Guaranty is collected or enforced by or through an attorney at law, Guarantor will reimburse FGT for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of and be enforceable by FGT and its successors and assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of FGT which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, FGT may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet FGT's credit requirements.
14. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and FGT.
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by facsimile transmission (with receipt confirmed by an electronically generated written confirmation) with a copy sent via US Mail or overnight courier, or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

If to FGT, to:

Florida Gas Transmission Company, LLC
Attn: Interstate Credit Risk Management

1300 Main St.
Houston, Texas 77002-6803
Interstatecredit.mailbox@energytransfer.com

With a copy to:
Florida Gas Transmission Company, LLC.
Attn: Legal Department
1300 Main St.
Houston, Texas 77002-6803
Facsimile: 713-989-1212

17. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) **WAIVER OF TRIAL BY JURY.** EACH OF GUARANTOR AND FGT (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
19. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS WD Agreements, supersedes all prior agreements related to the subject matter hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

GUARANTOR:

By: _____

Name: _____

Title: _____

“Exhibit B”

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY’S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: **[BENEFICIARY]**
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD _____

EXPIRATION:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT’S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF [BENEFICIARY].

1. “WE HEREBY CERTIFY THAT (INSERT APPLICANT’S NAME) HAS MATERIALLY BREACHED OR IS OTHERWISE IN MATERIAL DEFAULT UNDER (SUBJECT TO ANY APPLICABLE GRACE PERIOD OR OPPORTUNITY TO CURE) THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE “PRECEDENT AGREEMENT”) OR ONE OR BOTH OF THE FTS-WD AGREEMENTS (AS DEFINED IN THE PRECEDENT AGREEMENT), AND, AS A RESULT THEREOF, THE AMOUNT OF USD \$ _____ IS DUE AND OWING BY (INSERT APPLICANT’S NAME). THEREFORE, WE HEREBY DEMAND PAYMENT OF SUCH AMOUNT.”

[NOTE: If the Applicant is not the counterparty to the agreement, then replace the word "APPLICANT" with the counterparty's name.]

OR

2. "THIS LETTER OF CREDIT WILL EXPIRE WITHIN FORTY FIVE (45) DAYS AND THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK] THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER SECURITY AS REQUIRED BY THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE "PRECEDENT AGREEMENT") OR THE BENEFICIARY'S TARIFF (AS DEFINED IN THE PRECEDENT AGREEMENT), AS APPLICABLE. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____."

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST FORTY FIVE (45) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD."
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO **INTERSTATECREDIT.MAILBOX@ENERGYTRANSFER.COM** WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE

PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3rd) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.

- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT ADDRESSED BY ISP98, THIS CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAWS.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OF CREDIT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN THE COUNTY OF HARRIS OR OF THE UNITED STATES OF AMERICA IN THE SOUTHERN DISTRICT OF TEXAS SITTING IN THE COUNTY OF HARRIS. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS SOLELY FOR THE PURPOSES OF THIS LETTER OF CREDIT. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW (I) ANY OBJECTION EITHER OF US MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, AND (II) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF CREDIT.



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 8, 2021

Topaz Generating, LLC
Mr. Mike Alvarado, Mr. Cliff Oliver, Mr. Scott Blair
2100 ProEnergy Blvd.
Sedalia, Missouri 65301

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC
Rate Schedule FTS-WD, Contract No. 126271

Dear Gentlemen:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 27 day of January, 2021 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Topaz Generating, LLC (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated April 15, 2020 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-WD (“Service Agreement”).

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter’s FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions (“GT&C”), and forms of service agreement), as amended from time to time (“Tariff”).

1. **Negotiated Rates:** During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, (i) for the first seven years of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.10 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future

surcharges, and (ii) for the remainder of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.27 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges (hereinafter referred to as the "Negotiated Rate").

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.
3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.

6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.

7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.

9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____, _____

Topaz Generating, LLC

By: _____

Name: _____

Title: _____

SERVICE AGREEMENT

Firm Transportation Service-Western Division

Rate Schedule FTS-WD-2

Contract No. **126272**

THIS AGREEMENT entered into this **27** day of **January, 2021**, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and **Topaz Generating, LLC** (herein called "Shipper"),

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I

Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's Fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's Fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's Fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2, including the Form of Service Agreement and the existing Service Agreement 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 of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, 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.

ARTICLE V

Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective **on the later of the in-service date of the Galveston County Project or 02/01/2021** and shall continue in effect for a period of twenty years. Shipper shall have a contractual rollover right set forth in the Service Agreement to extend the term at the Negotiated Rate as permitted pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD-2.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Topaz Generating, LLC
2001 ProEnergy Blvd
Sedalia MO 65301
Attention: Mike Alvarado, Cliff Oliver, Scott Blair
Telephone No. 660-829-5100
Fax No. _____

ARTICLE VIII

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX - Not Applicable

ARTICLE X

Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI

Other Provisions

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A, B and BD which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: Not Applicable

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

Florida Gas Transmission Company, LLC

Topaz Generating, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 126272
Amendment No. 0

Effective Date of this Exhibit A: The In-Service Date as defined in Article 5.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

<u>Point(s) of Receipt</u>			<u>Maximum Daily Quantity (MMBtu)*</u>			
<u>Point Description</u>	<u>Point</u>	<u>DRN</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 1						
<i>HPL Texoma (Rec)</i>	8774	25219	67000	67000	67000	67000
Zone 1 Total:			67000	67000	67000	67000
Total MDTQ:			67000	67000	67000	67000

***Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.**

EXHIBIT B
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Topaz Generating, LLC
DATED
02/01/2021
Contract No. 126272
Amendment No. 0

Effective Date of this Exhibit B: The In-Service Date as defined in Article 5.1 of this Agreement.

Date Range: In-Service Date to 01/31/2041

Point(s) of Delivery

Point Description	Point	DRN	<u>Maximum Daily Quantity (MMBtu)*</u>			
			<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Attwater-Topaz	100749		67000	67000	67000	67000
Total MDTQ:			67000	67000	67000	67000

***Quantities are exclusive of Fuel Reimbursement.**

**** Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point at a pressure sufficient to enter the downstream facilities up to a pressure of 620 psig on a uniform hourly basis.**

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
TOPAZ GENERATING, LLC
DATED**

**Contract No. 126272
Amendment 0**

Effective Date of this Exhibit D: The In-Service Date as defined in Article 5.1 of this Agreement.

Creditworthiness
CREDIT AGREEMENT

This Credit Agreement, dated as of this 15 day of April, 2020, is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Topaz Generating, LLC (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into that certain Construction Coordination Agreement pursuant to which a new meter station is to be constructed at Shipper’s site at Attwater Avenue in Galveston County Texas (the “Construction Coordination Agreement”) and a Precedent Agreement concerning the new meter station, new lateral and certain facilities necessary to upgrade the horsepower at Compressor Station 4 in Transporter’s Western Division (the “Galveston County Project) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-WD Agreement and an FTS-WD-2 Agreement (collectively the “FTS-WD Agreements”); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to Shipper’s payment obligations associated with the level of expanded capacity subscribed to under the Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, Transporter and Shipper agree to the following:

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Credit Agreement:

(A) An entity shall be deemed “Creditworthy” hereunder, as of a particular time, if:

(i) its senior unsecured debt rating, at such time, is at least BBB- by S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC or its successor (“S&P”) and at least Baa3 by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (any such rating, as applicable, a “Debt Rating”), provided, however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. In the event the Debt Rating is BBB- and/or Baa3, respectively, the long-term outlook shall be either Stable or Positive. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody’s long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, “Debt Rating”. In the event that the Debt Rating issued by S&P and Moody’s are at levels that are not equivalent, the lower rating shall apply to determine Creditworthiness.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on financial evaluation of Shipper’s audited financial statements to determine the acceptability of such entity’s overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years, including notes, prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States of America or, for non-

U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements, including notes, for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements, including notes, for a particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of this Precedent Agreement and the FTS-WD Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited or unaudited properly certified (as per above) financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider.

(iv) Regarding the provision of any audited financial statements herein, Shipper shall be deemed to have complied with such and consequently have no obligation to provide audited financial statements provided Shipper's, or Shipper's credit support provider's audited financial statements are available via a publicly accessible forum.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an absolute, irrevocable, unconditional guaranty, substantially in the form of Exhibit A hereto, from a corporate parent that is deemed "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement; or

(ii) a cash deposit or a standby irrevocable letter of credit ("Letter of Credit") substantially in the form of Exhibit B hereto (including any revisions requested by the issuer thereof), issued by a bank which is a U.S. bank or a U.S. branch of a foreign bank with an S&P rating of at least A- or Moody's rating of at least A3 on its long-term unsecured debt securities, in either case securing the full and faithful performance and payment of all of Shipper's obligations under this Precedent Agreement, the FTS-WD Agreements and the Construction Coordination Agreement for the entire term of this Precedent Agreement and the FTS-WD Agreements, as may be extended from time to time ("Credit Support"). The cash deposit or Letter of Credit, or a combination thereof, shall equal Fifteen Million US Dollars (\$15,000,000.00) and, inasmuch as

Shipper is not currently creditworthy, the cash deposit or Letter of Credit shall be provided to Transporter on or before the fifteenth (15th) day following the satisfaction or waiver of Transporter's board approval conditions precedent set forth in Sections 5.A.i and 5.A.ii of the Precedent Agreement.

(C) At any time while either this Precedent Agreement or the FTS-WD Agreements, as may be extended from time to time, are effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) Transporter determines that based on facts and circumstances occurring after receipt of a Letter of Credit hereunder, any bank that issued such Letter of Credit in favor of Transporter no longer meets the criteria set forth in Section 1(B)(ii), then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative Credit Support in accordance with Section 1(B)(ii).

(D) In the event that Transporter makes a drawing on a Letter of Credit provided hereunder due to Shipper's failure to replace such Letter of Credit, as permitted pursuant to the Letter of Credit, the cash proceeds from such drawing shall be held by Transporter as a cash deposit made pursuant hereto.

(E) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the ninetieth (90th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-WD Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-WD Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Interstate Credit Risk

With copy to:

Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Commercial Operations

Shipper: Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Mike Alvorado or Cliff Oliver

with a copy to:

Topaz Generating, LLC
2001 ProEnergy Boulevard
Sedalia, MO 65301
Attn: Scott Blair

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt; or, if receipt is refused or rejected, upon attempted delivery, provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next business day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper. This Credit Agreement shall be subject in all respects to Transporter's FERC Gas Tariff, as amended from time to time (the "Tariff"), and the Precedent Agreement; except that to the extent of any conflict between this Credit Agreement, on the one hand, or the Tariff or Precedent Agreement, on the other, this Credit Agreement shall prevail.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to permanently assign its interest in the Precedent Agreement or permanently release the executed FTS-WD Agreements, as applicable, the assignee or permanent acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name. The terms and conditions set forth in such new Credit Agreement and the obligations of the Parties thereunder shall be consistent with this Credit Agreement such that Transporter is financially indifferent; otherwise, any such assignment or release shall not be permissible.

6. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities having jurisdiction shall control.

7. Counterparts. This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have caused this Credit Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

Florida Gas Transmission Company, LLC

Topaz Generating, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"

GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of **[DATE], 20____**, by _____, a _____ corporation, ("Guarantor"), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("FGT").

WITNESSETH:

WHEREAS, **[SHIPPER]**, a [(STATE OF INCORPORATION) (CORP, LP OR LLC)], has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, [SHIPPER] has entered into the Construction Coordination Agreement, dated _____ (as such agreement may from time to time be modified, supplemented, amended, or extended).

WHEREAS, [SHIPPER] (including its successors and permitted assigns under Section [7] of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into firm transportation service agreements and negotiated rate agreements for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (the "FTS WD Agreements");

WHEREAS, Shipper has certain obligations to FGT in connection with the PA, the FTS WD Agreements and the Construction Coordination Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS WD Agreements, referred to as the "Guaranteed Obligations");

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to FGT the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damage pursuant to the PA and the FTS WD Agreements. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS WD Agreements,

Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by FGT for payment hereunder shall be in writing, signed by a duly authorized representative of FGT and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify FGT, the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not a guaranty of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to this Guaranty have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-off, fraudulent conveyance or must otherwise be returned or disgorged by FGT upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of FGT in reliance on such payment.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or

similar status of Shipper, the power or authority of Shipper to enter into the PA, FTS WD Agreements and the Construction Coordination Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA, FTS WD Agreements or the Construction Coordination Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").

5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).
6. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS WD Agreements, the Construction Coordination Agreement and/or FGT's FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations;
 - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or
 - (d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other

circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of FGT in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which FGT would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.
9. Guarantor hereby agrees with FGT that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
10. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

(b) Except as provided in Section 1 above, Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have

no duty to advise Guarantor of information known to it regarding such circumstances or risks.

11. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) No Violation. Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) Litigation. There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

12. In the event this Guaranty is collected or enforced by or through an attorney at law, Guarantor will reimburse FGT for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. This Guaranty shall be binding upon Guarantor and the successors and assigns of Guarantor and shall inure to the benefit of and be enforceable by FGT and its successors and assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of FGT which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, FGT may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet FGT's credit requirements.
14. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except with the written consent of Guarantor and FGT.
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by facsimile transmission (with receipt confirmed by an electronically generated written confirmation) with a copy sent via US Mail or overnight courier, or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the others); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

If to Guarantor, to:

If to FGT, to:

Florida Gas Transmission Company, LLC
Attn: Interstate Credit Risk Management

1300 Main St.
Houston, Texas 77002-6803
Interstatecredit.mailbox@energytransfer.com

With a copy to:
Florida Gas Transmission Company, LLC.
Attn: Legal Department
1300 Main St.
Houston, Texas 77002-6803
Facsimile: 713-989-1212

17. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) **WAIVER OF TRIAL BY JURY.** EACH OF GUARANTOR AND FGT (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
19. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS WD Agreements, supersedes all prior agreements related to the subject matter hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

GUARANTOR:

By: _____

Name: _____

Title: _____

“Exhibit B”

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY’S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: **BENEFICIARY**
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD _____

EXPIRATION:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT’S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF [BENEFICIARY].

1. “WE HEREBY CERTIFY THAT (INSERT APPLICANT’S NAME) HAS MATERIALLY BREACHED OR IS OTHERWISE IN MATERIAL DEFAULT UNDER (SUBJECT TO ANY APPLICABLE GRACE PERIOD OR OPPORTUNITY TO CURE) THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE “PRECEDENT AGREEMENT”) OR ONE OR BOTH OF THE FTS-WD AGREEMENTS (AS DEFINED IN THE PRECEDENT AGREEMENT), AND, AS A RESULT THEREOF, THE AMOUNT OF USD \$ _____ IS DUE AND OWING BY (INSERT APPLICANT’S NAME). THEREFORE, WE HEREBY DEMAND PAYMENT OF SUCH AMOUNT.”

[NOTE: If the Applicant is not the counterparty to the agreement, then replace the word "APPLICANT" with the counterparty's name.]

OR

2. "THIS LETTER OF CREDIT WILL EXPIRE WITHIN FORTY FIVE (45) DAYS AND THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK] THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER SECURITY AS REQUIRED BY THE PRECEDENT AGREEMENT BETWEEN BENEFICIARY AND APPLICANT DATED AS OF [] (THE "PRECEDENT AGREEMENT") OR THE BENEFICIARY'S TARIFF (AS DEFINED IN THE PRECEDENT AGREEMENT), AS APPLICABLE. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____."

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST FORTY FIVE (45) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD."
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO **INTERSTATECREDIT.MAILBOX@ENERGYTRANSFER.COM** WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE

PRESENTATION OF DOCUMENTS, NO LATER THAN THE THIRD (3rd) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.

- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT ADDRESSED BY ISP98, THIS CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE U.S. FEDERAL LAWS.

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OF CREDIT MAY BE BROUGHT IN THE COURTS OF THE STATE OF TEXAS IN THE COUNTY OF HARRIS OR OF THE UNITED STATES OF AMERICA IN THE SOUTHERN DISTRICT OF TEXAS SITTING IN THE COUNTY OF HARRIS. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS SOLELY FOR THE PURPOSES OF THIS LETTER OF CREDIT. YOU (BY YOUR ACCEPTANCE HEREOF) AND WE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW (I) ANY OBJECTION EITHER OF US MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, AND (II) THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS LETTER OF CREDIT.



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 8, 2021

Topaz Generating, LLC
Mr. Mike Alvarado, Mr. Cliff Oliver, Mr. Scott Blair
2100 ProEnergy Blvd.
Sedalia, Missouri 65301

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC
Rate Schedule FTS-WD-2, Contract No. 126272

Dear Gentlemen:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 27 day of January, 2021 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Topaz Generating, LLC (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated April 15, 2020 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-WD-2 (“Service Agreement”).

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Service Agreement and/or in Transporter’s FERC Gas Tariff (which includes without limitation the rate schedules, General Terms and Conditions (“GT&C”), and forms of service agreement), as amended from time to time (“Tariff”).

1. **Negotiated Rates:** During the term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, (i) for the first seven years of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.10 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future

surcharges, and (ii) for the remainder of the Primary Term, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.27 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges (hereinafter referred to as the "Negotiated Rate").

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.
3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.

6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term.

7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.

9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____, _____

Topaz Generating, LLC

By: _____

Name: _____

Title: _____