



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

February 1, 2023

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

RE: Florida Gas Transmission Company, LLC
Docket No. RP23-_____
Amended Negotiated Rate and Updated Exhibit B

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (“FGT”) hereby electronically submits for filing with the Federal Energy Regulatory Commission (“Commission”) the following revised tariff records to its FERC NGA Gas Tariff, Original Volume No. 1-A, proposed to be effective on February 1, 2023.

<u>Version</u>	<u>Description</u>	<u>Title</u>
9.0.0	FPL Exhibit B	Florida Power & Light Company
2.0.0	Contract No. 111145	Negotiated Rate Agreement

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.1(d) and 15.112(b) of the Commission’s Regulations, is to file an amended negotiated rate agreement and revised consolidated Exhibit B with Florida Power & Light Company (“FPL”). Contract No. 111145 is an existing Rate Schedule FTS-3 non-conforming service agreement with negotiated rates previously filed in FGT’s Original Volume No. 1-A. The changes in the amended and restated negotiated rate agreement and updated consolidated Exhibit B reflect system modifications made to increase FPL’s hourly flow rights at the Ft. Myer’s M&R Station while decreasing the hourly flow rights at two additional delivery points. The effective date of the amended negotiated rate agreement and the updated consolidated Exhibit B is February 1, 2023. The Commission has previously reviewed this consolidated Exhibit B that aggregates capacity from FPL’s FTS-1, FTS-1 (Historic FTS-2), and FTS-3 service agreements at delivery points and has determined that combining delivery point quantities to allow coordination of nominations from several agreements at one delivery point is a permissible material deviation.¹ Additionally, FGT also proposes to revise the consolidated Exhibit B to reflect an administrative change which updated the contract number for an existing contract under Rate Schedule FTS-1 (Historic FTS-2).

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, 2023, the effective date of the amended negotiated rate agreement and updated consolidated Exhibit B. 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, 2023.

¹ Florida Gas Transmission Company, LLC, 138 FERC ¶ 61,008, P 34 (2012).

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The 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 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.
- A copy of the complete filing in PDF format for publishing in eLibrary.

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:

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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 <https://fgtmessenger.energytransfer.com> under "Informational Postings, Regulatory".

² 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.

³ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
February 1, 2023
Page 3

Pursuant to Section 385.2011(c)(5) 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 his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Lawrence J. Biediger

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

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2023

(Version 9.0.0, FPL Exhibit B) Florida Power & Light Company

Option Code "A"

**EXHIBIT B
TO
RATE SCHEDULES FTS-1, FTS-1 (Historic FTS-2), AND FTS-3 SERVICE
AGREEMENTS
BETWEEN
FLORIDA POWER & LIGHT COMPANY (“FPL”)
AND
FLORIDA GAS TRANSMISSION COMPANY, LLC (“FGT”)**

Applicable to the following:

Rate Schedule FTS-1 – Contract No. 3247

Rate Schedule FTS-1 (Historic FTS-2) – Contract Nos. 13623, 5936, 6003, 128521, 128522

Rate Schedule FTS-3 – Contract No. 111145

[Tariff Record Version 9.0.0]

Effective Date of this Exhibit B: The Ft. Myers Project Effective Date.

MAXIMUM DELIVERY TRANSPORTATION QUANTITIES (“MDTQ”), MMBTU/D:

<u>RATE SCHEDULE</u>	<u>NOVEMBER- MARCH</u>	<u>APRIL</u>	<u>MAY- SEPTEMBER</u>	<u>OCTOBER</u>
FTS-1	255,000	280,000	430,000	280,000
FTS-1 (Historic FTS-2)	582,000	646,000	531,000	646,000
FTS-3	400,000	400,000	400,000	400,000
TOTAL	1,237,000	1,326,000	1,361,000	1,326,000

POINTS OF DELIVERY:

Gas shall be delivered by FGT to FPL at the following points, not to exceed the Maximum Hourly, Maximum 14-Hour, Maximum 24-Hour quantities specified for each such point, and for each group of points. Unless otherwise indicated, total deliveries to the individual plants pursuant to FPL’s FTS-1, FTS-1 (Historic FTS-2), and FTS-3 Service Agreements may not exceed the Maximum Delivery Quantities in this Agreement. Furthermore, total deliveries to indicated combined plants pursuant to FPL’s FTS-1, FTS-1 (Historic FTS-2), and FTS-3 Service Agreements, may not exceed the Subtotal Maximum Delivery Quantities and the Total Maximum Delivery Quantities set forth in this Agreement.

NOVEMBER-MARCH**Maximum Delivery Quantities
(MMMBtu)**

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	23.6	257.0	319.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	23.6	288.0	389.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	25.5	357.0	399.0
South of Compressor Station 20	25.5	357.0	399.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	28.0	392.0	439.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	31.0	434.0	495.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	34.0	476.0	495.0
Manatee	11.5	162.0	250.0
Fort Myers (1)	20.0	217.0	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	250.0	400.0
Martin and Riviera West (from the West)	24.0	250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (4)	38.7	485.8	716.0
South of Compressor Station 15	69.0	910.0	1,150.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	74.2	979.8	1,237.0

APRIL**Maximum Delivery Quantities (MMMBtu)**

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	23.6	257.0	319.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	23.6	330.0	434.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	26.5	371.0	434.0
South of Compressor Station 20	26.5	371.0	434.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	30.0	420.0	450.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	41.0	574.0	625.0
Manatee	11.5	162.0	250.0
Fort Myers (2)	20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	250.0	400.0
Martin and Riviera West (from the West)	24.0	250.0	400.0
Manatee, Ft Myers, & Martin, & Riviera West (from the West) Total (5)	38.5	483.0	714.0
South of Compressor Station 15	75.0	994.0	1,239.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Totals	80.2	1,063.8	1,326.0

MAY-SEPTEMBER**Maximum Delivery Quantities (MMMBtu)**

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	25.1	321.0	418.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P 801.7)	25.1	321.0	426.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	27.0	378.0	556.0
South of Compressor Station 20	31.0	395.0	556.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	47.0	615.0	774.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	47.0	658.0	774.0
Manatee	11.5	162.0	250.0
Fort Myers (3)	20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	250.0	400.0
Martin and Riviera West (from the West)	24.0	250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (6)	38.0	476.0	704.0
South of Compressor Station 15	77.0	1,022.0	1,274.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	82.2	1,091.8	1,361.0

OCTOBER**Maximum Delivery Quantities (MMMBtu)**

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	25.1	321.0	418.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	25.1	321.0	426.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	27.0	378.0	426.0
South of Compressor Station 20	31.0	395.0	426.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	41.0	574.0	625.0
Manatee	11.5	162.0	250.0
Fort Myers (2)	20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	250.0	400.0
Martin and Riviera West (from the West)	24.0	250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (7)	38.5	483.0	714.0
South of Compressor Station 15	75.0	994.0	1,239.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	80.2	1063.8	1,326.0

- (1) **NOVEMBER-MARCH** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 750.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P. 801.7:	18.0	252.0	300.0
DOWNSTREAM OF COMP. STA. 20	25.0	350.0	450.0
DOWNSTREAM OF COMP. STA. 18	29.0	406.0	455.0
DOWNSTREAM OF COMP. STA. 17	40.0	560.0	670.0
DOWNSTREAM OF COMP. STA. 16	42.0	588.0	750.0

- (2) **APRIL and OCTOBER** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 839.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P. 801.7:	21.0	294.0	350.0
DOWNSTREAM OF COMP. STA. 20	27.0	350.2	530.0
DOWNSTREAM OF COMP. STA. 18	32.0	425.0	580.0
DOWNSTREAM OF COMP. STA. 17	42.0	567.0	739.0
DOWNSTREAM OF COMP. STA. 16	47.0	632.0	839.0

- (3) **MAY-SEPTEMBER** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 874.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P 801.7:	23.0	297.5	417.0
DOWNSTREAM OF COMP. STATION 20:	27.0	350.2	550.0
DOWNSTREAM OF COMP. STATION 18:	33.0	425.0	600.0
DOWNSTREAM OF COMP. STATION 17:	44.0	567.0	774.0
DOWNSTREAM OF COMP. STATION 16:	49.0	632.0	874.0

(4) **NOVEMBER-MARCH** (West to East flow on Martin Connector):

Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 716.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin, \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	25.6	283.0	351.0
DWNSTR OF M.P. 801.7 ($Q \geq 50.0$):	25.6	312.0	421.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	27.5	382.0	431.0
DOWNSTREAM OF COMP. ST 18:	$28.0 + 5.6\%Q$	$392.0 + 70\%Q$	$439.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$31.0 + 6.0\%Q$	$434.0 + 72\%Q$	$495.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$34.0 + 6.2\%Q$	$476.0 + 75\%Q$	$495.0 + Q$
DOWNSTREAM OF COMP. ST 15:	69.0	910.0	1,150.0
ALL FPL DELIVERY POINT TOTALS:	74.2	979.8	1,237.0

(5) **APRIL** (West to East flow on Martin Connector):

Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 714.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$.

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	25.6	283.0	351.0
DWNSTR OF M.P 801.7 ($Q \geq 50.0$):	25.6	354.0	466.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	28.5	396.0	466.0
DOWNSTREAM OF COMP. ST 18:	$30.0 + 5.6\%Q$	$420.0 + 70\%Q$	$450.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$41.0 + 6.0\%Q$	$574.0 + 72\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$41.0 + 6.2\%Q$	$574.0 + 75\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 15:	75.0	994.0	1,239.0
ALL FPL DELIVERY POINT TOTALS:	80.2	1,063.8	1,326.0

(6) **MAY-SEPTEMBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 704.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$.

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	26.6	346.0	450.0
DWNSTR OF M.P 801.7 ($Q \geq 50.0$):	26.6	346.0	458.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	32.5	420.0	588.0
DOWNSTREAM OF COMP. ST 18:	$35.0 + 5.6\%Q$	$449.0 + 70\%Q$	$602.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$47.0 + 6.0\%Q$	$615.0 + 72\%Q$	$774.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$47.0 + 6.2\%Q$	$658.0 + 75\%Q$	$774.0 + Q$
DOWNSTREAM OF COMP. ST 15:	77.0	1,022.0	1,274.0
ALL FPL DELIVERY POINT TOTALS:	82.2	1,091.8	1,361.0

(7) **OCTOBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 714.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21($Q \geq 50.0$):	26.6	346.0	450.0
DWNSTR OF M.P. 801.7 ($Q \geq 50.0$):	26.6	346.0	458.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	32.5	420.0	458.0
DOWNSTREAM OF COMP. ST 18:	$35.0 + 5.6\%Q$	$449.0 + 70\%Q$	$602.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$41.0 + 6.0\%Q$	$574.0 + 72\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$41.0 + 6.2\%Q$	$574.0 + 75\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 15:	75.0	994.0	1,239.0
ALL FPL DELIVERY POINT TOTALS:	80.2	1,063.8	1,326.0

DELIVERY PRESSURE

The quantities of gas to be delivered by FGT to FPL hereunder shall be delivered at the delivery points specified in the following table and at such regulated pressure between the minimum and maximum pressures specified in the following table as may be requested by FPL from time to time:

Delivery Point	Guaranteed Minimum Pressure ⁽¹⁾	Not to Exceed ⁽¹⁾
Fort Myers	500	N/A
Manatee	550	N/A
Martin	550	N/A
Putnam	230	255
Sanford	500	N/A
Smith Plant	518	N/A

Unless otherwise requested by FPL and agreed to by FGT, the quantities of gas to be delivered by FGT to FPL hereunder at non-regulated delivery points specified in the following table shall be delivered at FGT's line pressure, with the following guaranteed minimum pressures:

Delivery Point	Guaranteed Minimum Pressure ⁽¹⁾
Cape Canaveral (at inlet to delivery point)	650
Lauderdale A (at inlet to delivery point)	650
Lauderdale B (at inlet to delivery point)	650
Port Everglades Energy Center (at the inlet to delivery point)	650
Riviera East	500
Riviera West (at inlet to delivery point)	710
Turkey Point (at Tee and Side Valve)	480

⁽¹⁾ "psig" pounds per square inch gauge

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2023

(Version 2.0.0, Contract No. 111145) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 6, 2023

Mr. Mike DeBock
Vice President
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3 (FGT Contract Number 111145)

Dear Mr. DeBock:

This Third Amended and Restated Agreement ("Agreement") is made and entered into this ^{30th} day of January, 2023 by and between Florida Gas Transmission Company LLC ("Transporter") and Florida Power & Light Company ("Shipper") and hereby amends and restates in its entirety the negotiated rate agreement between Transporter and Shipper dated May 31, 2019, which amended and restated in its entirety the negotiated rate agreement between Transporter and Shipper dated December 10, 2014, which amended and restated in its entirety the negotiated rate agreement between Transporter and Shipper dated August 6, 2008. Transporter and Shipper are sometimes referred to herein individually as a "Party", or collectively as the "Parties". Transporter and Shipper are parties to that certain FTS-3 Service Agreement (FGT Contract Number. 111145) ("Service Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Service Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under the Service Agreement under Transporter's Rate Schedule FTS-3.

Transporter proposes to modify certain pipeline facilities including mainline modifications and modifications to the Ft. Myers lateral in order to amend Shipper's Exhibit B to increase Shipper's hourly flow rights at its Ft. Myers M&R Station, (the changes to the facilities on the mainline and the Ft. Myers lateral required to make these Exhibit B modifications shall be referred to hereafter as the "Ft. Myers Project").

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, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$1.2005 per MMBtu plus any applicable current and future 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"). Shipper shall pay the fuel charges set forth in Transporter's FERC Gas Tariff.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to deliveries under the Service Agreement at the delivery points specified and to any other delivery point on secondary basis. 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. Unless otherwise expressly provided in this Agreement, all applicable charges as may be revised from time to time shall apply to service provided under 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,

ACCEPTED AND AGREED TO:

This 10th day of January, 2023

FLORIDA GAS TRANSMISSION COMPANY, LLC

FLORDIA POWER AND LIGHT COMPANY

By:  _____
891FB2BFCC934A5...




By:  _____

Name: Beth Hickey

Name: Michael DeBock

Title: EVP - US Gas Pipelines

Title: Vice President



MARKED VERSION

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~July 1, 2022~~ February 1, 2023

(Version ~~8-0-09.0.0~~, FPL Exhibit B) Florida Power & Light Company

Option Code "A"

**EXHIBIT B
TO
RATE SCHEDULES FTS-1, FTS-1 (Historic FTS-2), AND FTS-3 SERVICE
AGREEMENTS
BETWEEN
FLORIDA POWER & LIGHT COMPANY (“FPL”)
AND
FLORIDA GAS TRANSMISSION COMPANY, LLC (“FGT”)**

Applicable to the following:

Rate Schedule FTS-1 – Contract No. 3247

Rate Schedule FTS-1 (Historic FTS-2) – Contract Nos. 13623, 5936, 6003, 128521, 128522

Rate Schedule FTS-3 – Contract Nos. 11145

[Tariff Record Version **8.0.09.0.0**]

Effective Date of this Exhibit B: ~~July 1, 2022~~ The Ft. Myers Project Effective Date.

MAXIMUM DELIVERY TRANSPORTATION QUANTITIES (“MDTQ”), MMBTU/D:

<u>RATE SCHEDULE</u>	<u>NOVEMBER- MARCH</u>	<u>APRIL</u>	<u>MAY- SEPTEMBER</u>	<u>OCTOBER</u>
FTS-1	255,000	280,000	430,000	280,000
FTS-1 (Historic FTS-2)	582,000	646,000	531,000	646,000
FTS-3	400,000	400,000	400,000	400,000
TOTAL	1,237,000	1,326,000	1,361,000	1,326,000

POINTS OF DELIVERY:

Gas shall be delivered by FGT to FPL at the following points, not to exceed the Maximum Hourly, Maximum 14-Hour, Maximum 24-Hour quantities specified for each such point, and for each group of points. Unless otherwise indicated, total deliveries to the individual plants pursuant to FPL’s FTS-1, FTS-1 (Historic ~~FGT~~ FTS-2), and FTS-3 Service Agreements may not exceed the Maximum Delivery Quantities in this Agreement. Furthermore, total deliveries to indicated combined plants pursuant to FPL’s FTS-1, FTS-1 (Historic FTS-2), and FTS-3 Service Agreements, may not exceed the Subtotal Maximum Delivery Quantities and the Total Maximum Delivery Quantities set forth in this Agreement.

NOVEMBER-MARCH

Maximum Delivery Quantities
(MMMBtu)

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour</u> <u>Total</u>	<u>24-Hour</u> <u>Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	23.6	257.0	319.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	23.6	288.0	389.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	25.5	357.0	399.0
South of Compressor Station 20	25.5	357.0	399.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	28.0	392.0	439.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	31.0	434.0	495.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	34.0	476.0	495.0
Manatee	11.5	162.0	250.0
Fort Myers (1)	15.5 20.0	217.0	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	280 250.0	400.0
Martin and Riviera West (from the West)	24.0	280 250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (4)	38.7	485.8	716.0
South of Compressor Station 15	69.0	910.0	1,150.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	74.2	979.8	1,237.0

APRIL

Maximum Delivery Quantities (MMMBtu)

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	23.6	257.0	319.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	23.6	330.0	434.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	26.5	371.0	434.0
South of Compressor Station 20	26.5	371.0	434.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	30.0	420.0	450.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	41.0	574.0	625.0
Manatee	11.5	162.0	250.0
Fort Myers (2)	15.4 20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	280 250.0	400.0
Martin and Riviera West (from the West)	24.0	280 250.0	400.0
Manatee, Ft Myers, & Martin, & Riviera West (from the West) Total (5)	38.5	483.0	714.0
South of Compressor Station 15	75.0	994.0	1,239.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Totals	80.2	1,063.8	1,326.0

MAY-SEPTEMBER**Maximum Delivery Quantities (MMMBtu)**

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	25.1	321.0	418.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P 801.7)	25.1	321.0	426.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	27.0	378.0	556.0
South of Compressor Station 20	31.0	395.0	556.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	47.0	615.0	774.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	47.0	658.0	774.0
Manatee	11.5	162.0	250.0
Fort Myers (3)	15.4 20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	280 250.0	400.0
Martin and Riviera West (from the West)	24.0	280 250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (6)	38.0	476.0	704.0
South of Compressor Station 15	77.0	1,022.0	1,274.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	82.2	1,091.8	1,361.0

OCTOBER

Maximum Delivery Quantities (MMMBtu)

<u>Delivery Point</u>	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point	11.3	158.2	218.0
South of Compressor Station 22	11.3	158.2	218.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades Energy Center	9.1	127.0	217.0
South of Compressor Station 21	25.1	321.0	418.0
Riviera East	9.0	126.0	200.0
South of Martin (M.P. 801.7)	25.1	321.0	426.0
Martin (from the East – M.P. 801.7)	9.2	128.7	220.0
Martin Total (from the East and West)	33.2	408.7	620.0
Riviera East and Martin (from the East) Subtotal	27.0	378.0	426.0
South of Compressor Station 20	31.0	395.0	426.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford	17.2	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam	5.0	70.0	120.0
South of Compressor Station 16	41.0	574.0	625.0
Manatee	11.5	162.0	250.0
Fort Myers (2)	15.4 20.0	215.6	334.0
Riviera West (from the West)	9.0	126.0	200.0
Martin (from the West)	24.0	280 250.0	400.0
Martin and Riviera West (from the West)	24.0	280 250.0	400.0
Manatee, Ft Myers, Martin, & Riviera West (from the West) Total (7)	38.5	483.0	714.0
South of Compressor Station 15	75.0	994.0	1,239.0
Smith Plant	5.2	72.8	104.0
All FPL Delivery Point Totals	80.2	1063.8	1,326.0

- (1) **NOVEMBER-MARCH** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 750.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P. 801.7:	18.0	252.0	300.0
DOWNSTREAM OF COMP. STA. 20	25.0	350.0	450.0
DOWNSTREAM OF COMP. STA. 18	29.0	406.0	455.0
DOWNSTREAM OF COMP. STA. 17	40.0	560.0	670.0
DOWNSTREAM OF COMP. STA. 16	42.0	588.0	750.0

- (2) **APRIL and OCTOBER** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 839.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P. 801.7:	21.0	294.0	350.0
DOWNSTREAM OF COMP. STA. 20	27.0	350.2	530.0
DOWNSTREAM OF COMP. STA. 18	32.0	425.0	580.0
DOWNSTREAM OF COMP. STA. 17	42.0	567.0	739.0
DOWNSTREAM OF COMP. STA. 16	47.0	632.0	839.0

- (3) **MAY-SEPTEMBER** (If Fort Myers and Manatee are not taking gas):
 If Fort Myers and Manatee are not taking gas, the 874.0 MMBtu/d of FTS-1 and FTS-1 (Historic FTS-2) quantities can be delivered to points downstream of Compressor Station 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF M.P 801.7:	23.0	297.5	417.0
DOWNSTREAM OF COMP. STATION 20:	27.0	350.2	550.0
DOWNSTREAM OF COMP. STATION 18:	33.0	425.0	600.0
DOWNSTREAM OF COMP. STATION 17:	44.0	567.0	774.0
DOWNSTREAM OF COMP. STATION 16:	49.0	632.0	874.0

(4) **NOVEMBER-MARCH** (West to East flow on Martin Connector):

Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 716.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin, \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	25.6	283.0	351.0
DWNSTR OF M.P. 801.7 ($Q \geq 50.0$):	25.6	312.0	421.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	27.5	382.0	431.0
DOWNSTREAM OF COMP. ST 18:	$28.0+5.6\%Q$	$392.0+70\%Q$	$439.0+Q$
DOWNSTREAM OF COMP. ST 17:	$31.0+6.0\%Q$	$434.0+72\%Q$	$495.0+Q$
DOWNSTREAM OF COMP. ST 16:	$34.0+6.2\%Q$	$476.0+75\%Q$	$495.0+Q$
DOWNSTREAM OF COMP. ST 15:	69.0	910.0	1,150.0
ALL FPL DELIVERY POINT TOTALS:	74.2	979.8	1,237.0

(5) **APRIL** (West to East flow on Martin Connector):

Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.

Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:

(1) $Q = 714.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$.

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$

Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	25.6	283.0	351.0
DWNSTR OF M.P 801.7 ($Q \geq 50.0$):	25.6	354.0	466.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	28.5	396.0	466.0
DOWNSTREAM OF COMP. ST 18:	$30.0+5.6\%Q$	$420.0+70\%Q$	$450.0+Q$
DOWNSTREAM OF COMP. ST 17:	$41.0+6.0\%Q$	$574.0+72\%Q$	$625.0+Q$
DOWNSTREAM OF COMP. ST 16:	$41.0+6.2\%Q$	$574.0+75\%Q$	$625.0+Q$
DOWNSTREAM OF COMP. ST 15:	75.0	994.0	1,239.0
ALL FPL DELIVERY POINT TOTALS:	80.2	1,063.8	1,326.0

- (6) **MAY-SEPTEMBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.
 Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:
- (1) $Q = 704.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$.
- (2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$
- Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	26.6	346.0	450.0
DWNSTR OF M.P 801.7 ($Q \geq 50.0$):	26.6	346.0	458.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	32.5	420.0	588.0
DOWNSTREAM OF COMP. ST 18:	$35.0 + 5.6\%Q$	$449.0 + 70\%Q$	$602.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$47.0 + 6.0\%Q$	$615.0 + 72\%Q$	$774.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$47.0 + 6.2\%Q$	$658.0 + 75\%Q$	$774.0 + Q$
DOWNSTREAM OF COMP. ST 15:	77.0	1,022.0	1,274.0
ALL FPL DELIVERY POINT TOTALS:	82.2	1,091.8	1,361.0

- (7) **OCTOBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, Martin, and Riviera West (from the West) 24 hour total quantities can be scheduled to points downstream of Compressor St 16 ; West to East shifted quantities to points downstream of Compressor St 16 = Q.
 Q is equal to the lesser of (1) or (2), and $Q \leq 250.0$:
- (1) $Q = 714.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, Martin, \& Riviera West (from the West)}\}$
- (2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin \& Riviera West (from the West)}\}$
- Shifted quantities Q can be delivered to points downstream of Compressor St 16, limited to the following hourly, 14-hour, and 24-hour quantities:

	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
DOWNSTREAM OF COMP. ST 22:	11.3	158.2	218.0
DWNSTR OF COMP. ST 21 ($Q \geq 50.0$):	26.6	346.0	450.0
DWNSTR OF M.P. 801.7 ($Q \geq 50.0$):	26.6	346.0	458.0
DWNSTR OF COMP. ST 20 ($Q \geq 50.0$):	32.5	420.0	458.0
DOWNSTREAM OF COMP. ST 18:	$35.0 + 5.6\%Q$	$449.0 + 70\%Q$	$602.0 + Q$
DOWNSTREAM OF COMP. ST 17:	$41.0 + 6.0\%Q$	$574.0 + 72\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 16:	$41.0 + 6.2\%Q$	$574.0 + 75\%Q$	$625.0 + Q$
DOWNSTREAM OF COMP. ST 15:	75.0	994.0	1,239.0
ALL FPL DELIVERY POINT TOTALS:	80.2	1,063.8	1,326.0

DELIVERY PRESSURE

The quantities of gas to be delivered by FGT to FPL hereunder shall be delivered at the delivery points specified in the following table and at such regulated pressure between the minimum and maximum pressures specified in the following table as may be requested by FPL from time to time:

Delivery Point	Guaranteed Minimum Pressure ⁽¹⁾	Not to Exceed ⁽¹⁾
Fort Myers	500	N/A
Manatee	550	N/A
Martin	550	N/A
Putnam	230	255
Sanford	500	N/A
Smith Plant	518	N/A

Unless otherwise requested by FPL and agreed to by FGT, the quantities of gas to be delivered by FGT to FPL hereunder at non-regulated delivery points specified in the following table shall be delivered at FGT's line pressure, with the following guaranteed minimum pressures:

Delivery Point	Guaranteed Minimum Pressure ⁽¹⁾
Cape Canaveral (at inlet to delivery point)	650
Lauderdale A (at inlet to delivery point)	650
Lauderdale B (at inlet to delivery point)	650
Port Everglades Energy Center (at the inlet to delivery point)	650
Riviera East	500
Riviera West (at inlet to delivery point)	710
Turkey Point (at Tee and Side Valve)	480

⁽¹⁾ "psig" pounds per square inch gauge

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~August 1, 2019~~February 1, 2023

(Version ~~1-0-02.0.0~~, Contract No. 111145) Negotiated Rate Agreement

Option Code "A"

Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

~~May 9, 2019~~ January 6, 2023

Mr. ~~Sam Forrest~~ Mike DeBock
Vice President
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3 (FGT Contract Number 111145)

Dear Mr. ~~Forrest~~ DeBock:

This ~~second~~ Third Amended and Restated Agreement ("Agreement") is made and entered into this day ~~31st~~ 30th of ~~May, 2019~~ January, 2023 by and between Florida Gas Transmission Company, LLC ("Transporter") and Florida Power & Light Company ("Shipper") and hereby amends and restates in its entirety the negotiated rate agreement between Transporter and Shipper dated May 31, 2019, which amended and restated in its entirety the negotiated rate agreement between Transporter and Shipper dated December 10, 2014, which amended and restated in its entirety the negotiated rate agreement between Transporter and Shipper dated August 6, 2008. Transporter and Shipper are sometimes referred to herein individually as a "Party", or collectively as the "Parties". Transporter and Shipper are parties to that certain FTS-3 Service Agreement (FGT Contract Number. 111145) ("Service Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Service Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under the Service Agreement under Transporter's Rate Schedule FTS-3.

Transporter proposes to modify certain pipeline facilities including mainline modifications and modifications to the Sanford Ft. Myers lateral in order to amend Shipper's Exhibit B to ~~(i)~~ increase Shipper's hourly flow rights at its Sanford Ft. Myers M&R Station, ~~and (ii) to increase the contractual pressure guarantee at Lauderdale A & B M&R Stations~~ (the changes to the facilities on the mainline and the Sanford Ft. Myers lateral required to make these Exhibit B modifications shall be referred to hereafter as the "Sanford Ft. Myers Project").

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, ~~the negotiated rate of a combined reservation fee and usage fee of \$1.195 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA a 100% load factor (combined reservation and usage) fixed negotiated rate of \$1.2005 per MMBtu plus any applicable current and future 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"). Shipper shall pay the fuel charges set forth in Transporter's FERC Gas Tariff.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to deliveries under the Service Agreement at the delivery points specified and to any other delivery point on secondary basis. 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." ~~Shipper~~The Parties, by execution of this Agreement, agrees 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, ~~including any secondary term, (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. ~~In~~Unless otherwise expressly provided in this Agreement, all applicable charges as may be revised from time to time shall apply to service provided under 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 ~~upon the later of the In-Service Date of the Sanford Project or July 1, 2019~~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 and, if applicable, any secondary term of the Service Agreement~~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. ~~This Agreement~~

~~and the Negotiated Rate set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification.~~ 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 ~~R~~Rate had not been disallowed, modified or conditioned.

8. Entire Agreement: This Agreement ~~and the Service Agreement~~ contains 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,

ACCEPTED AND AGREED TO:

This ~~15-10th~~ day of ~~May, 2019~~ January, 2023

FLORIDA GAS TRANSMISSION COMPANY, LLC

FLORDIA POWER AND LIGHT COMPANY

By: _____

By:  _____

Name: Beth Hickey

Name: ~~Sam Forrest~~ Michael DeBock

Title: ~~SVP Interstate~~ EVP – US Gas Pipelines

Title: Vice President