

February 20, 2019

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

RE: Florida Gas Transmission Company, LLC
Original Volume No. 1-A Housekeeping
Docket No. RP19-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the revised tariff records listed on the attached Appendix A to its FERC NGA Gas Tariff, Original Volume No. 1-A (Tariff), proposed to be effective on March 23, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this housekeeping filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose administrative updates and relocation of existing tariff content that do not affect operations or any shipper's terms and conditions of service. First, FGT proposes to update FGT's business address and contact information and to identify "NGA" as FGT's type of FERC Gas Tariff on its title page.

Second, FGT proposes to remove the first two contracts listed on its Table of Contents under Non-Conforming Service Agreements and relocate these under the category Non-Conforming Agreements with Negotiated Rates. The relocated contracts are identical to the originally filed contracts.

Third, following the execution of Contract No. 111144 with Florida Power Corporation d/b/a Progress Energy Florida, Inc., the shipper's name has changed to Duke Energy Florida, LLC. A new tariff record is added to document that name change.

Fourth, FGT proposes to clarify the location of negotiated rate agreements in the Tariff by either listing the details of a negotiated rate agreement on the tariff record titled "Negotiated Rates, Currently Effective Rates" in FGT's Volume No. 1 tariff or by filing the negotiated rate agreement as part of a non-conforming agreement in FGT's Volume No. 1-A tariff. In a concurrent tariff filing in FGT's Fifth Revised Volume No. 1, FGT is removing the negotiated rate details for Contract Nos. 111144 and 111145 shown on the Negotiated Rates, Currently Effective Rates tariff record as these contracts are listed on GT&C Section 30, Non-conforming Agreements and should be filed in Volume No. 1-A. Therefore, FGT is adding two new tariff records to its Volume No. 1-A tariff herein for the negotiated rate agreements for non-conforming Contract Nos. 111144 and 111145. Last, the description and title for one already reserved tariff record has been revised for consistency on the Table of Contents.

Since the Version 0.0.0 tariff records contain all new content, they are not included in the Marked Tariff attachment in this filing.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records be accepted effective March 23, 2019 without further action from FGT.

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 RTF format with metadata attached are being submitted as part of an XML filing package containing the following:

- . A transmittal letter plus 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
- . 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:

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

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 customer 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."

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

² 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 20, 2019
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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

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

Proposed to be Effective March 23, 2019

Tariff Record <u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	Tariff	Original Volume No. 1-A
10.0.0	Part 1	Table of Contents
1.0.0	Contract No.	Reserved
1.0.0	Contract No.	Reserved
2.0.0	Contract No.	Reserved
0.0.0	Contract No. 111144	Duke Energy Florida, LLC
0.0.0	Contract No. 111144	Name Change
0.0.0	Contract No. 111144	Negotiated Rate Agreement
0.0.0	Contract No. 111145	Florida Power & Light Company
0.0.0	Contract No. 111145	Negotiated Rate Agreement

FERC NGA GAS TARIFF

Original Volume No. 1-A

of

FLORIDA GAS TRANSMISSION COMPANY, LLC

filed with

Federal Energy Regulatory Commission

Communications concerning this Tariff should be addressed to:

Michael T. Langston
Vice President
Chief Regulatory Officer
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, Texas 77002
Telephone No. (713)989-7610
Facsimile No. (713)989-1205
michael.langston@energytransfer.com

PART I
TABLE OF CONTENTS

Part II Non-Conforming Service Agreements

Contract No.	Reserved
Contract No.	Reserved
Contract No.	Reserved
Contract No. 3247	Florida Power & Light Company
FPL Exhibit B	Florida Power & Light Company

Part III Non-Conforming Agreements with Negotiated Rates

Contract No. 111144	Duke Energy Florida, LLC
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. 122314	Seminole Electric Cooperative, Inc.
Contract No. 122314	Exhibits A, B, C
Contract No. 122314	Exhibit D
Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
Contract No. 122315	Exhibits A, B, C
Contract No. 122315	Exhibit D
Contract No. 122315	Negotiated Rate Agreement
Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
Contract No. 122316	Exhibit D
Contract No. 122316	Negotiated Rate Agreement
Contract No. 122907	Shell Energy North America (US), L.P.
Contract No. 122907	Exhibits A, B, C
Contract No. 122907	Exhibit D
Contract No. 122907	Negotiated Rate Agreement
Contract No. 123086	PowerSouth Energy Cooperative
Contract No. 123086	Exhibits A, B, C
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

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 1.0.0, Contract No.) Reserved

Option Code "A"

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 1.0.0, Contract No.) Reserved

Option Code "A"

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 2.0.0, Contract No.) Reserved

Option Code "A"

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 0.0.0, Contract No. 111144) Duke Energy Florida, LLC

Option Code "A"

Firm Transportation Service - Market Area
Rate Schedule FTS-3

THIS AGREEMENT entered into this 9th day of December, 2009, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and the Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation (herein called "Shipper"),

W I T N E S S E T H

WHEREAS, Transporter and Shipper executed on February 25, 2009 an AMENDED AND RESTATED PRECEDENT AGREEMENT ("PA") for service for Shipper in Transporter's Phase VIII Expansion, and Section 3(B) of the PA requires that the Parties execute within thirty days of Transporter's acceptance of a certificate of public convenience and necessity in Transporter's Phase VIII Expansion Project in Docket No. CP09-17-000 a service agreement consistent with the terms set forth in the PA; and

WHEREAS, the Phase VIII certificate of public convenience and necessity was issued on November 19, 2009 and accepted by Transporter on December 9, 2009; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

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:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. 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 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), 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 ("MDQ") 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-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions 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 conditions set forth in said Section 15.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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-3, (b) Rate Schedule FTS-3 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-3. 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE V
Term of Agreement

5.1 This Agreement commences on the In-Service Date of the Facilities and shall continue in effect for a primary term of twenty-five (25) years ("Primary Term"); provided, however, that on or before the twenty-third (23rd) anniversary of this Agreement, Shipper shall have the unilateral right to extend this Agreement under the existing terms and conditions for an additional term of ten (10) years ("Secondary Term") by providing Transporter with twenty-four (24) months' written notice of Shipper's election to extend this Agreement.

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 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected the Roll-over Option and 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8A of Rate Schedule FTS-3 and Section 21.C. 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-3 and the applicable General Terms and Conditions of its Tariff.

6.2 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 hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9A of Rate Schedule FTS-3 and Section 21.C 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 Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4967
Attention: Contract Administration
Telephone No. (713)989-2081
Fax No. (713)989-1150

Shipper: Florida Power Corporation d/b/a
Progress Energy Florida, Inc.
Fuels & Power Optimization Department
Gas, Oil and Power Trading
100 E. Davie Street, TPP-9
Raleigh, NC 27601
Attention: Director of Gas, Oil and Power Trading
Telephone No. (919) 546-7963
Fax No. (919) 546-2922

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase New York ABA no. 021000021
Account No. 304153435
New York, NY

Shipper: Florida Power Corporation d/b/a
Progress Energy Florida, Inc.
Wachovia Bank, Raleigh, NC
ABA Number #053 000 219
Bank Account Number #206 264 050 08238
Fed Tax ID #59-024 7770

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE VIII
Facilities

8.1 To the extent that construction of 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.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

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
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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 and B 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 JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

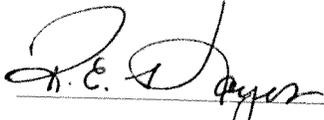
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by
their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

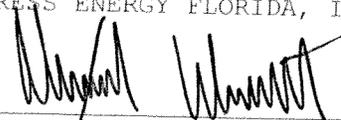
FLORIDA GAS TRANSMISSION COMPANY, LLC

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

By 
SENIOR VICE PRESIDENT AND CHIEF COMMERCIAL OFFICER

Title _____

Date 12/09/2009

By 
Alexander (Sasha) Weintraub
Vice President - Fuels and Power Optimi

Title _____

Date 12/17/2009

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT A

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (MMBtu)*</u>				
<u>Description of Point of Receipt</u>	<u>DRN</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
Transco-Citronelle	255572	75,000	75,000	75,000	75,000 (1)

(1) Shipper shall elect on or before May 1, 2010 either to increase to 100,000 MMBtu/day April 1, 2011 or to increase to 100,000 MMBtu/day April 1, 2012 and 150,000 MMBtu/day April 1, 2013

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

Date of this Exhibit A: December 9, 2009

Contract No.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009

<u>Point(s) of Delivery</u>	<u>Maximum Daily Quantity (MMBtu)</u>					
		<u>Description of Point of Delivery</u>	<u>Maximum Hourly*</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>April</u>
April 1, 2011						
Suwannee		4,500	75,000	75,000	75,000	75,000 (1)
Shady Hills		4,500	75,000	75,000	75,000	75,000 (2)
Anclote		4,500	75,000	75,000	75,000	75,000 (3)
Hines		4,500	75,000	75,000	75,000	75,000 (2) (4)
Vandolah		4,500	75,000	75,000	75,000	75,000 (2)
Total MDT			75,000	75,000	75,000	75,000

*Not to exceed 6% of MDQ.

- (1) Minimum delivery pressure of 600 psig
- (2) Minimum delivery pressure of 575 psig
- (3) Minimum delivery pressure of 100 psig
- (4) Total deliveries at this point under this Service Agreement and all service agreements shall be in an amount no greater than 400,000 MMBtu per day at an hourly rate no greater than 16,700 MMBtu per hour

Date of this Exhibit B: December 9, 2009

Contract No.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 0.0.0, Contract No. 111144) Name Change

Option Code "A"



526 S. Church St.
EC02F
Charlotte, NC 28202

April 29, 2013

Subject: Florida Power Corporation d/b/a Progress Energy Florida, Inc. Name Change

Dear Contract Administrator:

Effective as of April 29, 2013, Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("PEF") is changing its name to **Duke Energy Florida, Inc.** This name change will have no affect on your existing contracts with PEF, and they will remain in full force and effect.

Future contracts will be entered into under the new name. As before, Duke Energy Florida, Inc. continue to be independently rated.

The following supporting documents are enclosed:

- Secretary of the State of Florida name change filing;
- Form W-9; and
- Current contact information.

If you have any questions about this matter, please contact Rick Beach at rick.beach@duke-energy.com or (980) 373-9094.

Sincerely,

A handwritten signature in black ink that reads "Rhonda Johnson". The signature is written in a cursive style with a large, looping "R" and "J".

Rhonda Johnson
Manager, Contract Administration

Enclosures



526 S. Church St.
EC02F
Charlotte, NC 28202

August 20, 2015

Florida Gas Transmission Company, LLC
FGT Contract Administration
P.O. Box 4967
Houston, TX 77210-4967

Subject: Name Change to Duke Energy Florida, LLC

Dear Contract Administrator:

Effective as of August 1, 2015, Duke Energy Florida, Inc. ("DEF") converted from a corporation to a limited liability company under applicable state law. Effective August 1 DEF's new corporate name is **Duke Energy Florida, LLC**. *This name change will have no effect on your existing contracts with DEF, and they will remain in full force and effect.*

The conversion is a part of a project to modernize and simplify Duke Energy Corporation's domestic entity structure. The conversions will not result in the modification of any contractual obligations of the companies. All the legal rights and obligations of the existing corporation automatically were transferred to the new limited liability company under law and our arrangements with you will continue under our current agreements with you. Future contracts will be entered into under the new name. As before, Duke Energy Florida, LLC will continue to be independently rated.

The following supporting documents are enclosed:

- Florida State Division of Corporations name change filing; and
- Form W-9.

If you have any questions about this matter, please reach out to your current contact with DEF.

Sincerely,

A handwritten signature in black ink that reads 'Rhonda Johnson'.

Rhonda Johnson
Manager, Contract Administration

Enclosures

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 0.0.0, Contract No. 111144) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

A Southern Union/El Paso Affiliate

5444 Westheimer Road
Houston, TX 77056

Tel: 713.989.7662
Fax: 713.989.1176

February 25, 2009

Mr. Sasha Weintraub
Vice President – Regulated Fuels
Progress Energy Florida, Inc.
410 S. Wilmington Street, PEB 10
Raleigh, NC 27601-1849

Re: Negotiated Rates for Transportation Service
Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3

Dear Mr. Weintraub:

This Amended and Restated Agreement (“Agreement”) is made and entered into this 25th day of February 2009, by and between Florida Gas Transmission Company LLC (“Transporter”) and Florida Power Corporation d/b/a Progress Energy Florida, Inc. (“Shipper”) and hereby amends and restates in its entirety the Negotiated Rate Agreement dated April 24, 2008 entered into between Transporter and Shipper and amended and Restated on September 24th, 2008. Transporter and Shipper are sometimes referred to herein individually as a “Party”, or collectively as “Parties”. Transporter and Shipper are parties to that certain Amended and Restated Precedent Agreement dated February 25, 2009 (“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 the service agreement under Transporter’s proposed Rate Schedule FTS-3, a form of which is attached to the Precedent Agreement (“Service Agreement”).

When used in the 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 \$1.30 per MMBtu times the maximum daily quantity assuming a 100% load factor plus the Annual Charge Adjustment Surcharge and any

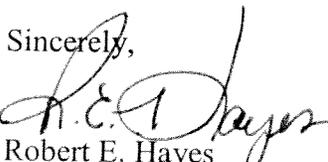
other applicable surcharges, which is hereinafter referred to as the "Negotiated Rate". In the event Shipper elects to increase its maximum daily transportation quantity ("MDTQ") from 75,000 MMBtu per day to 100,000 MMBtu per day effective April 1, 2011, the Negotiated Rate shall be \$1.26. In the event Shipper elects to increase its MDTQ from 75,000 MMBtu per day to 100,000 MMBtu per day effective April 1, 2012, and further increasing to 150,000 MMBtu per day effective April 1, 2013 the Negotiated Rate shall be \$1.23.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply only 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, 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 the terms of the Precedent 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, including any Secondary Term, Transporter is collecting its effective maximum Recourse Rates 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, as effective from time to time, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. 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, and, if applicable, any Secondary Term, of the Service Agreement.

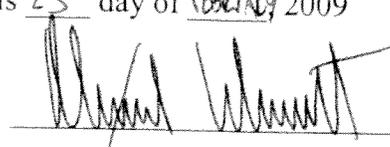
7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural 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.
8. Governing Law: THIS 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.
9. Entire Agreement: This 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.
10. 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,

Robert E. Hayes
Senior Vice President and Chief Commercial Officer
Florida Gas Transmission Company, LLC 

ACCEPTED AND AGREED TO:

This 25 day of February 2009

By: 
Alexander (Sasha) Weintraub
Title: **Vice President - Fuels and Power Optimization** JAT
JCP
15

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 0.0.0, Contract No. 111145) Florida Power & Light Company

Option Code "A"

Firm Transportation Service - Market Area
Rate Schedule FTS-3

THIS AGREEMENT entered into this 9th day of December, 2009, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Florida Power & Light Company (herein called "Shipper"),

W I T N E S S E T H

WHEREAS, Transporter and Shipper executed on August 6, 2008 an AMENDED AND RESTATED PRECEDENT AGREEMENT ("PA") for service for Shipper in Transporter's Phase VIII Expansion, and Section 4(A) of the PA requires that the Parties execute within thirty days of Transporter's acceptance of a certificate of public convenience and necessity in Transporter's Phase VIII Expansion Project in Docket No. CP09-17-000 a service agreement consistent with the terms set forth in the PA; and

WHEREAS, the Phase VIII certificate of public convenience and necessity was issued on November 19, 2009 and accepted by Transporter on December 9, 2009; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

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:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. 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 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), 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 ("MDQ") 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-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions 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 conditions set forth in said Section 15.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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-3, (b) Rate Schedule FTS-3 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-3. 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE V
Term of Agreement

5.1 This Agreement commences on the In-Service Date of the Facilities and shall continue in effect for a primary term of twenty-five (25) years ("Primary Term"); provided, however, that on or before the twenty-third (23rd) anniversary of this Agreement, Shipper shall have the unilateral right to extend this Agreement under the existing terms and conditions for an additional term of ten (10) years ("Secondary Term") by providing Transporter with twenty-four (24) months' written notice of Shipper's election to extend this Agreement.

5.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected Right of First Refusal and 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8A of Rate Schedule FTS-3 and Section 21.C. 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-3 and the applicable General Terms and Conditions of its Tariff.

6.2 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 hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9A of Rate Schedule FTS-3 and Section 21.C 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 Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4967
Attention: Contract Administration
Telephone No. (713)989-2081
Fax No. (713)989-1150

Shipper: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Attention: Donna Gussow
Telephone No. (561) 691-7886
Fax No. (561) 625-7567

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase New York ABA no. 021000021
Account No. 304153435
New York, NY

Shipper: Florida Power & Light Company
Bank of America, New York NY
ABA Number #026 009 593
Bank Account Number #375 013 2076
Fed Tax ID #59-024 7775

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE VIII
Facilities

8.1 To the extent that construction of 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.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

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
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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 and B 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 JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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

FLORIDA POWER & LIGHT COMPANY

By *P.E. G. Payne*

By *[Signature]*

SENIOR VICE PRESIDENT AND CHIEF COMMERCIAL OFFICER

Title _____

Title VICE PRESIDENT ENERGY
MARKETING & TRADING

Date 12/09/2009

Date JAN 8, 2010

*ST
HCS*

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT A

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER & LIGHT COMPANY

DATED

DECEMBER 9, 2009

<u>Point(s) of Receipt</u>	<u>DRN</u>	<u>Maximum Daily Quantity (MMBtu)*</u>			
		<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
Description of Point of Receipt					
SESH - George County MS	737741	300,000	300,000	300,000	300,000
Transco-Citronelle	255572	100,000	100,000	100,000	100,000
Total MDQ		400,000	400,000	400,000	400,000

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

Date of this Exhibit A: December 9, 2009

Contract No.

EXHIBIT B

**TO
FTS-1, FTS-2, AND FTS-3 SERVICE AGREEMENTS
DATED NOVEMBER 1, 1989; OCTOBER 14, 1994;
NOVEMBER 16, 1998; AUGUST 3, 1999; AND LETTER
AGREEMENT DATED AUGUST 20, 2004**

**BETWEEN
FLORIDA POWER & LIGHT COMPANY ("FPL" OR "SHIPPER")
AND
FLORIDA GAS TRANSMISSION COMPANY ("FGT" OR "TRANSPORTER")
DATED: [IN-SERVICE DATE FOR PHASE VIII EXPANSION]**

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-2	495,000	559,000	444,000	559,000
FTS -3	400,000	400,000	400,000	400,000
TOTAL	1,150,000	1,239,000	1,274,000	1,239,000

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-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-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

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	10.7	149.2	206.0
Cutler	4.0	56.0	80.0
South of Compressor Station 22	12.4	166.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	22.5	245.0	294.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	22.5	275.0	364.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(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 A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	31.0	434.0	495.0
Putnam and Palatka	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	217.0	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (4)	38.7	485.8	716.0
All FPL Delivery Point Totals	69.0	910.0	1,150.0

APRIL

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	10.7	149.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	12.4	166.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	22.5	245.0	294.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	22.5	315.0	409.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(East) Subtotal	26.5	371.0	424.0
South of Compressor Station 20	26.5	371.0	424.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	30.0	420.0	450.0
Sanford A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (5)	38.5	483.0	714.0
All FPL Delivery Point Totals	75.0	994.0	1,239.0

MAY-SEPTEMBER

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A &B	9.8	137.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	11.5	154.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	24.0	307.0	393.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	24.0	307.0	401.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(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 A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	47.0	615.0	774.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (6)	38.0	476.0	704.0
All FPL Delivery Point Totals	77.0	1,022.0	1,274.0

OCTOBER

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	9.8	137.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	11.5	154.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	24.0	307.0	393.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	24.0	307.0	401.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(East) Subtotal	27.0	378.0	416.0
South of Compressor Station 20	31.0	395.0	416.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (7)	38.5	483.0	714.0
All FPL Delivery Point Totals	75.0	994.0	1,239.0

- (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-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 MARTIN NORTH:	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-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 MARTIN NORTH:	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-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 MARTIN NORTH:	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, and Martin North(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 not including Martin North = Q.

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

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

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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:	12.4	166.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	24.5	271.0	326.0
DWNSTR OF MART NRTH(Q≥50.0):	24.5	299.0	396.0
DWNSTR OF COMP. ST 20 (Q≥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
ALL FPL DELIVERY POINT TOTALS:	69.0	910.0	1,150.0

- (5) **APRIL** (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

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

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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:	12.4	166.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	24.5	271.0	326.0
DWNSTR OF MART NRTH(Q≥50.0):	24.5	339.0	441.0
DWNSTR OF COMP. ST 20 (Q≥50.0):	28.5	396.0	456.0
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
ALL FPL DELIVERY POINT TOTALS:	75.0	994.0	1,239.0

- (6) **MAY-SEPTEMBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

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

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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:	11.5	154.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	25.5	332.0	425.0
DWNSTR OF MART NRTH(Q≥50.0):	25.5	332.0	433.0
DWNSTR OF COMP. ST 20 (Q≥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
ALL FPL DELIVERY POINT TOTALS:	77.0	1,022.0	1,274.0

- (7) **OCTOBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

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

(2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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:	11.5	154.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	25.5	332.0	425.0
DWNSTR OF MART NRTH(Q≥50.0):	25.5	332.0	433.0
DWNSTR OF COMP. ST 20 (Q≥50.0):	32.5	420.0	448.0
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
ALL FPL DELIVERY POINT TOTALS:	75.0	994.0	1,239.0

DELIVERY PRESSURE

The quantities of gas to be delivered by FGT to FPL hereunder shall be delivered at the delivery points at such regulated pressure as may be requested by FPL from time to time; up to but not exceeding seventy-five (75), but at no less than fifty (50), pounds per square inch gauge (“psig”) at the Cutler, Riviera, Sanford, Palatka, Port Everglades (for utilization in steam generating units), Turkey Point A and Cape Canaveral delivery points; up to but not exceeding two hundred fifty-five (255), but at no less than two hundred thirty (230), psig at the Putnam delivery point; and up to but not exceeding two hundred sixty-five (265), but at no less than two hundred fifty (250), psig at the Port Everglades delivery point (for utilization in the gas turbine yard). 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 shall be delivered at FGT’s line pressure, with the following guaranteed minimum pressures: i) at the Martin South delivery point, a guaranteed minimum pressure of 500 psig, ii) at the Martin North delivery point, a guaranteed minimum pressure of 550 psig, iii) at the Lauderdale A delivery point and Lauderdale B delivery point, a guaranteed minimum of 480 psig, and iv) at the Turkey Point Tee and Side Valve (as described in the Reimbursement Agreement dated August 20, 2004, referred to as “Turkey Point B” in the revised Exhibit B to the Service Agreements) delivery point, a guaranteed minimum of 480 psig, v) at the Manatee delivery point, a guaranteed minimum pressure of 550 psig.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on March 23, 2019

(Version 0.0.0, Contract No. 111145) Negotiated Rate Agreement

Agreement Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

December 10, 2014

Mr. Sam Forrest
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:

This Amended and Restated Agreement (“Agreement”) is made and entered into this 9th day of August, 2013 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 dated August 6, 2008 entered into between Transporter and Shipper. 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.

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 \$1.175 per MMBtu times the maximum daily quantity assuming a 100% load factor plus ACA and any other applicable 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 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

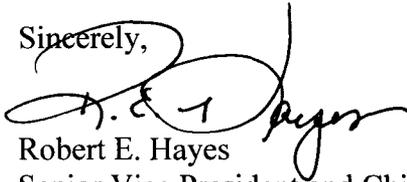
the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

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, 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, 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 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 In-Service Date of the Reimbursement Facilities specified in the Compression Station No. 21.5 Project Agreement dated August 9, 2013 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.
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.

8. Entire Agreement: This 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.

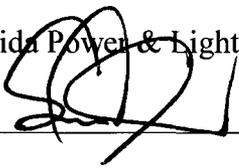
Sincerely,



Robert E. Hayes
Senior Vice President and Chief Commercial Officer
Florida Gas Transmission Company, LLC

ACCEPTED AND AGREED TO:
This 12th day of DECEMBER, 2014

Florida Power & Light Company

By: 

Title: VICE PRESIDENT



MARKED VERSION

FERC NGA GAS TARIFF

Original Volume No. 1-A

of

FLORIDA GAS TRANSMISSION COMPANY, LLC

filed with

Federal Energy Regulatory Commission

Communications concerning this Tariff should be addressed to:

Michael T. Langston
Vice_President
Chief Regulatory Officer
Florida Gas Transmission Company, LLC
~~P.O. Box 4967~~
~~5444 Westheimer Road 770561300 Main Street~~
Houston, Texas ~~77210-496777002~~
Telephone No. (713)989-7610
Facsimile No. (713)989-~~11761205~~
michael.langston@energytransfer.com

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Contract No. 111145	Florida Power & Light Company Reserved
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Part III Non-Conforming Agreements with Negotiated Rates

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Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
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Contract No. 122314	Exhibits A, B, C
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Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
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Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
Contract No. 122316	Exhibit D
Contract No. 122316	Negotiated Rate Agreement
Contract No. 122907	Shell Energy North America (US), L.P.
Contract No. 122907	Exhibits A, B, C
Contract No. 122907	Exhibit D
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Contract No. 123086
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Contract No. 123145

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Contract No. 123157
Contract No. 123157
Contract No. 123157

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Negotiated Rate Agreement

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~April 1, 2011~~March 23, 2019

(Version ~~0~~1.0.0, Contract No. ~~111144~~) ~~Non-conforming Service Agreement~~
Reserved

Option Code "A"

**Firm Transportation Service - Market Area
Rate Schedule FTS-3**

THIS AGREEMENT entered into this 9th day of December, 2009, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and the Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation (herein called "Shipper"),

W I T N E S S E T H

WHEREAS, Transporter and Shipper executed on February 25, 2009 an AMENDED AND RESTATED PRECEDENT AGREEMENT ("PA") for service for Shipper in Transporter's Phase VIII Expansion, and Section 3(B) of the PA requires that the Parties execute within thirty days of Transporter's acceptance of a certificate of public convenience and necessity in Transporter's Phase VIII Expansion Project in Docket No. CP09-17-000 a service agreement consistent with the terms set forth in the PA; and

WHEREAS, the Phase VIII certificate of public convenience and necessity was issued on November 19, 2009 and accepted by Transporter on December 9, 2009; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

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:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. 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 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), 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 ("MDQ") 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-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions 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 conditions set forth in said Section 15.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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-3, (b) Rate Schedule FTS-3 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-3. 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE V
Term of Agreement

5.1 This Agreement commences on the In-Service Date of the Facilities and shall continue in effect for a primary term of twenty-five (25) years ("Primary Term"); provided, however, that on or before the twenty-third (23rd) anniversary of this Agreement, Shipper shall have the unilateral right to extend this Agreement under the existing terms and conditions for an additional term of ten (10) years ("Secondary Term") by providing Transporter with twenty-four (24) months' written notice of Shipper's election to extend this Agreement.

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 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected the Roll-over Option and 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8A of Rate Schedule FTS-3 and Section 21.C. 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-3 and the applicable General Terms and Conditions of its Tariff.

6.2 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 hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9A of Rate Schedule FTS-3 and Section 21.C 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 Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4967
Attention: Contract Administration
Telephone No. (713)989-2081
Fax No. (713)989-1150

Shipper: Florida Power Corporation d/b/a
Progress Energy Florida, Inc.
Fuels & Power Optimization Department
Gas, Oil and Power Trading
100 E. Davie Street, TPP-9
Raleigh, NC 27601
Attention: Director of Gas, Oil and Power Trading
Telephone No. (919) 546-7963
Fax No. (919) 546-2922

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase New York ABA no. 021000021
Account No. 304153435
New York, NY

Shipper: Florida Power Corporation d/b/a
Progress Energy Florida, Inc.
Wachovia Bank, Raleigh, NC
ABA Number #053 000 219
Bank Account Number #206 264 050 08238
Fed Tax ID #59-024 7770

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE VIII
Facilities

8.1 To the extent that construction of 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.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

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
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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 and B 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 JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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

By *[Signature]*
SENIOR VICE PRESIDENT AND CHIEF COMMERCIAL OFFICER *MSK*

Title _____

Date 12/09/2009

SHIPPER

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

By *[Signature]*
Alexander (Sasha) Weintraub *(S)*
Vice President - Fuels and Power Optimi

Title _____

Date 12/17/2009

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT A

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009

Point(s) of Receipt

Maximum Daily Quantity (MMBtu)*

Description of

Point of Receipt

DRN

Oct

Nov-Mar

Apr

May-Sept

Transco-Citronelle

255572

75,000

75,000

75,000

75,000

(1)

(1) Shipper shall elect on or before May 1, 2010 either to increase to 100,000 MMBtu/day April 1, 2011 or to increase to 100,000 MMBtu/day April 1, 2012 and 150,000 MMBtu/day April 1, 2013

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

Date of this Exhibit A: December 9, 2009

Contract No.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT B

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER CORPORATION D/B/A
PROGRESS ENERGY FLORIDA, INC.

DATED

DECEMBER 9, 2009

<u>Point(s) of Delivery</u>	<u>Description of Point of Delivery</u>	<u>Maximum Hourly*</u>	<u>Maximum Daily Quantity (MMBtu)</u>				
			<u>Oct</u>	<u>Nov-Mar</u>	<u>April</u>	<u>May-Sept</u>	
<u>April 1, 2011</u>							
	Suwannee	4,500	75,000	75,000	75,000	75,000	(1)
	Shady Hills	4,500	75,000	75,000	75,000	75,000	(2)
	Anclote	4,500	75,000	75,000	75,000	75,000	(3)
	Hines	4,500	75,000	75,000	75,000	75,000	(2) (4)
	Vandolah	4,500	75,000	75,000	75,000	75,000	(2)
	Total MDTQ		75,000	75,000	75,000	75,000	

*Not to exceed 6% of MDQ.

- (1) Minimum delivery pressure of 600 psig
- (2) Minimum delivery pressure of 575 psig
- (3) Minimum delivery pressure of 100 psig
- (4) Total deliveries at this point under this Service Agreement and all service agreements shall be in an amount no greater than 400,000 MMBtu per day at an hourly rate no greater than 16,700 MMBtu per hour

Date of this Exhibit B: December 9, 2009

Contract No.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~April 1, 2011~~March 23, 2019

(Version ~~0~~1.0.0, Contract No. ~~111145~~) ~~Non-conforming Service Agreement~~
Reserved

Option Code "A"

Firm Transportation Service - Market Area
Rate Schedule FTS-3

THIS AGREEMENT entered into this 9th day of December, 2009, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Florida Power & Light Company (herein called "Shipper"),

W I T N E S S E T H

WHEREAS, Transporter and Shipper executed on August 6, 2008 an AMENDED AND RESTATED PRECEDENT AGREEMENT ("PA") for service for Shipper in Transporter's Phase VIII Expansion, and Section 4(A) of the PA requires that the Parties execute within thirty days of Transporter's acceptance of a certificate of public convenience and necessity in Transporter's Phase VIII Expansion Project in Docket No. CP09-17-000 a service agreement consistent with the terms set forth in the PA; and

WHEREAS, the Phase VIII certificate of public convenience and necessity was issued on November 19, 2009 and accepted by Transporter on December 9, 2009; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

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:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be 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.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. 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 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), 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 ("MDQ") 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-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions 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 conditions set forth in said Section 15.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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-3, (b) Rate Schedule FTS-3 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-3. 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE V
Term of Agreement

5.1 This Agreement commences on the In-Service Date of the Facilities and shall continue in effect for a primary term of twenty-five (25) years ("Primary Term"); provided, however, that on or before the twenty-third (23rd) anniversary of this Agreement, Shipper shall have the unilateral right to extend this Agreement under the existing terms and conditions for an additional term of ten (10) years ("Secondary Term") by providing Transporter with twenty-four (24) months' written notice of Shipper's election to extend this Agreement.

5.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected Right of First Refusal and 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.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8A of Rate Schedule FTS-3 and Section 21.C. 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-3 and the applicable General Terms and Conditions of its Tariff.

6.2 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 hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9A of Rate Schedule FTS-3 and Section 21.C 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 Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4967
Attention: Contract Administration
Telephone No. (713)989-2081
Fax No. (713)989-1150

Shipper: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408
Attention: Donna Gussow
Telephone No. (561) 691-7886
Fax No. (561) 625-7567

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase New York ABA no. 021000021
Account No. 304153435
New York, NY

Shipper: Florida Power & Light Company
Bank of America, New York NY
ABA Number #026 009 593
Bank Account Number #375 013 2076
Fed Tax ID #59-024 7775

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE VIII
Facilities

8.1 To the extent that construction of 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.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

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
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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 and B 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 JURISIDCTON.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

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

FLORIDA POWER & LIGHT COMPANY

By *[Signature]*
SENIOR VICE PRESIDENT AND CHIEF COMMERCIAL OFFICER

MSK By *[Signature]*

Title _____

Title VICE PRESIDENT ENERGY
MARKETING & TRADING

Date 12/09/2009

Date JAN 8, 2010

*ST
HCS*

Firm Transportation Service - Market Area (continued)
Rate Schedule FTS-3

EXHIBIT A

TO

FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

FLORIDA POWER & LIGHT COMPANY

DATED

DECEMBER 9, 2009

Point(s) of Receipt

Maximum Daily Quantity (MMBtu)*

Description of Point of Receipt	DRN	Oct	Nov-Mar	Apr	May-Sept
SESH - George County MS	737741	300,000	300,000	300,000	300,000
Transco-Citronelle	255572	100,000	100,000	100,000	100,000
Total MDQ		400,000	400,000	400,000	400,000

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

Date of this Exhibit A: December 9, 2009

Contract No.

EXHIBIT B

**TO
FTS-1, FTS-2, AND FTS-3 SERVICE AGREEMENTS
DATED NOVEMBER 1, 1989; OCTOBER 14, 1994;
NOVEMBER 16, 1998; AUGUST 3, 1999; AND LETTER
AGREEMENT DATED AUGUST 20, 2004**

**BETWEEN
FLORIDA POWER & LIGHT COMPANY ("FPL" OR "SHIPPER")
AND
FLORIDA GAS TRANSMISSION COMPANY ("FGT" OR "TRANSPORTER")
DATED: [IN-SERVICE DATE FOR PHASE VIII EXPANSION]**

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-2	495,000	559,000	444,000	559,000
FTS -3	400,000	400,000	400,000	400,000
TOTAL	1,150,000	1,239,000	1,274,000	1,239,000

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-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-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

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	10.7	149.2	206.0
Cutler	4.0	56.0	80.0
South of Compressor Station 22	12.4	166.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	22.5	245.0	294.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	22.5	275.0	364.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(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 A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	31.0	434.0	495.0
Putnam and Palatka	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	217.0	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (4)	38.7	485.8	716.0
All FPL Delivery Point Totals	69.0	910.0	1,150.0

APRIL

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	10.7	149.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	12.4	166.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	22.5	245.0	294.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	22.5	315.0	409.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(East) Subtotal	26.5	371.0	424.0
South of Compressor Station 20	26.5	371.0	424.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	30.0	420.0	450.0
Sanford A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (5)	38.5	483.0	714.0
All FPL Delivery Point Totals	75.0	994.0	1,239.0

MAY-SEPTEMBER

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	9.8	137.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	11.5	154.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	24.0	307.0	393.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	24.0	307.0	401.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(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 A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	47.0	615.0	774.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (6)	38.0	476.0	704.0
All FPL Delivery Point Totals	77.0	1,022.0	1,274.0

OCTOBER

<u>Delivery Point</u>	<u>Maximum Delivery Quantities (MMMBtu)</u>		
	<u>Hourly</u>	<u>14-Hour Total</u>	<u>24-Hour Total</u>
Turkey Point A & B	9.8	137.2	206.1
Cutler	4.0	56.0	80.0
South of Compressor Station 22	11.5	154.5	235.0
Lauderdale A	10.1	141.4	200.0
Lauderdale B	9.8	137.2	200.0
Port Everglades	8.0	112.0	192.0
South of Compressor Station 21	24.0	307.0	393.0
Riviera	8.0	112.0	180.0
Martin South	7.0	98.0	144.0
South of Martin North	24.0	307.0	401.0
Martin North (from the East)	9.2	128.7	220.0
Martin North Total (from the East and West)	33.2	408.7	620.0
Riviera, Martin S, and Martin N(East) Subtotal	27.0	378.0	416.0
South of Compressor Station 20	31.0	395.0	416.0
Cape Canaveral	8.8	120.0	192.0
South of Compressor Station 18	35.0	449.0	602.0
Sanford A	1.6	22.0	38.0
Sanford B	14.1	197.0	337.0
Sanford Total	15.7	219.0	375.0
South of Compressor Station 17	41.0	574.0	625.0
Putnam and Palatka	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	215.6	334.0
Martin North (from the West)	24.0	280.0	400.0
Manatee, Ft Myers, & Martin N(West) Total (7)	38.5	483.0	714.0
All FPL Delivery Point Totals	75.0	994.0	1,239.0

- (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-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 MARTIN NORTH:	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-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 MARTIN NORTH:	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-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 MARTIN NORTH:	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, and Martin North(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 not including Martin North = Q.

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

(1) $Q = 716.0 - \{ \text{Total scheduled quantities: Manatee, Ft Myers, \& Martin N(West) } \}$
 (2) $Q = 450.0 - \{ \text{Total scheduled quantities: Martin N(West) } \}$

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:	12.4	166.5	235.0
DWNSTR OF COMP. ST 21(Q \geq 50.0):	24.5	271.0	326.0
DWNSTR OF MART NRTH(Q \geq 50.0):	24.5	299.0	396.0
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
ALL FPL DELIVERY POINT TOTALS:	69.0	910.0	1,150.0

(5) APRIL (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

(1) $Q = 714.0 - \{ \text{Total scheduled quantities: Manatee, Ft Myers, \& Martin N(West) } \}$
 (2) $Q = 450.0 - \{ \text{Total scheduled quantities: Martin N(West) } \}$

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:	12.4	166.5	235.0
DWNSTR OF COMP. ST 21(Q \geq 50.0):	24.5	271.0	326.0
DWNSTR OF MART NRTH(Q \geq 50.0):	24.5	339.0	441.0
DWNSTR OF COMP. ST 20 (Q \geq 50.0):	28.5	396.0	456.0
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
ALL FPL DELIVERY POINT TOTALS:	75.0	994.0	1,239.0

- (6) **MAY-SEPTEMBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

- (1) $Q = 704.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, \& Martin N(West)}\}$
- (2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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

	Maximum Delivery Quantities (MMMBtu)		
	Hourly	14-Hour Total	24-Hour Total
DOWNSTREAM OF COMP. ST 22:	11.5	154.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	25.5	332.0	425.0
DWNSTR OF MART NRTH(Q≥50.0):	25.5	332.0	433.0
DWNSTR OF COMP. ST 20 (Q≥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:	$47.0+6.2\%Q$	$658.0+75\%Q$	$774.0+Q$
ALL FPL DELIVERY POINT TOTALS:	77.0	1,022.0	1,274.0

- (7) **OCTOBER** (West to East flow on Martin Connector):
 Manatee, Fort Myers, and Martin North(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 not including Martin North = Q.

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

- (1) $Q = 714.0 - \{\text{Total scheduled quantities: Manatee, Ft Myers, \& Martin N(West)}\}$
- (2) $Q = 450.0 - \{\text{Total scheduled quantities: Martin N(West)}\}$

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

	Maximum Delivery Quantities (MMMBtu)		
	Hourly	14-Hour Total	24-Hour Total
DOWNSTREAM OF COMP. ST 22:	11.5	154.5	235.0
DWNSTR OF COMP. ST 21(Q≥50.0):	25.5	332.0	425.0
DWNSTR OF MART NRTH(Q≥50.0):	25.5	332.0	433.0
DWNSTR OF COMP. ST 20 (Q≥50.0):	32.5	420.0	448.0
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:	$41.0+6.2\%Q$	$574.0+75\%Q$	$625.0+Q$
ALL FPL DELIVERY POINT TOTALS:	75.0	994.0	1,239.0

DELIVERY PRESSURE

The quantities of gas to be delivered by FGT to FPL hereunder shall be delivered at the delivery points at such regulated pressure as may be requested by FPL from time to time; up to but not exceeding seventy-five (75), but at no less than fifty (50), pounds per square inch gauge ("psig") at the Cutler, Riviera, Sanford, Palatka, Port Everglades (for utilization in steam generating units), Turkey Point A and Cape Canaveral delivery points; up to but not exceeding two hundred fifty-five (255), but at no less than two hundred thirty (230), psig at the Putnam delivery point; and up to but not exceeding two hundred sixty-five (265), but at no less than two hundred fifty (250), psig at the Port Everglades delivery point (for utilization in the gas turbine yard). 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 shall be delivered at FGT's line pressure, with the following guaranteed minimum pressures: i) at the Martin South delivery point, a guaranteed minimum pressure of 500 psig, ii) at the Martin North delivery point, a guaranteed minimum pressure of 550 psig, iii) at the Lauderdale A delivery point and Lauderdale B delivery point, a guaranteed minimum of 480 psig, and iv) at the Turkey Point Tee and Side Valve (as described in the Reimbursement Agreement dated August 20, 2004, referred to as "Turkey Point B" in the revised Exhibit B to the Service Agreements) delivery point, a guaranteed minimum of 480 psig, v) at the Manatee delivery point, a guaranteed minimum pressure of 550 psig.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on ~~April 1, 2016~~ March 23, 2019

(Version ~~12~~.0.0, ~~Reserved~~Contract No.) ~~Non-Conforming Service Agreement~~Reserved

Option Code "A"

RESERVED