



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

February 24, 2022

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

RE: Florida Gas Transmission Company, LLC
Non-Conforming Agreement with Negotiated Rates
Docket No. RP22-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the tariff records listed on Appendix A to its FERC NGA Gas Tariff, Original Volume No. 1-A, (Tariff), proposed to become effective April 1, 2022.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission's Regulations, is to file an executed copy of a Rate Schedule FTS-3 non-conforming service agreement with Seminole Electric Cooperative, Inc. (Seminole), Contract No. 127953. The parties entered into Contract No. 127953 pursuant to the precedent agreement related to the Putnam Expansion Project.¹

Exhibit D of the Seminole service agreement contains a Credit Agreement that deviates from the creditworthiness provisions in the General Terms and Conditions of FGT's Tariff. FGT requests that the Commission find the non-conforming negotiated credit provision to be a permissible material deviation as it reflects unique circumstances involved with constructing new infrastructure, does not present a risk of undue discrimination, does not affect the operational conditions of providing service, and does not result in any customer receiving a different quality of service.²

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

This filing contains tariff records titled "Exhibits A, B, C", which will contain Exhibit A, Exhibit B and Exhibit C (if applicable) in accordance with Article XII, Section 12.3 of the Seminole service agreement. Exhibit C will be used for amendments to the service agreement and is not applicable to the

¹ See Certificate Order, *Florida Gas Transmission Co., LLC*, 170 FERC ¶ 61,200 (2020).

² See, e.g., Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP21-431-000 (issued Feb. 24, 2021); Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP20-1030-000 (issued Aug. 6, 2020).

original service agreement. Therefore, there is no Exhibit C included within the tariff records herein titled Exhibits A, B, C, and there is no Exhibit C in Appendix B showing an executed service agreement amendment marked against the form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff.

A marked version of the executed service agreement as compared to the Rate Schedule FTS-3 form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff is included in Appendix B herein. Concurrent with this filing, FGT is submitting a tariff record in FGT's Fifth Revised Volume No. 1 Tariff to list the agreement filed herein on tariff record GT&C Section 30, Non-Conforming Agreements.

IMPLEMENTATION AND REQUEST FOR WAIVER

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the tariff records submitted herein become effective April 1, 2022, the effective date of the service agreement. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on April 1, 2022.

CONTENTS OF THE FILING

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

- . A transmittal letter with Appendix A in PDF format
- . A clean copy of the proposed tariff records in PDF format for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . Appendix B containing a marked version of the executed service agreement compared to the form of service agreement for Rate Schedule FTS-3 in FGT's Fifth Revised Volume No. 1 Tariff
- . A copy of the complete filing in PDF format for publishing in eLibrary

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

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
February 24, 2022
Page 3

Michael T. Langston³
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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. FGT has posted this filing on its Internet web site accessible via <http://fgttransfer.energytransfer.com> under Informational Postings, Regulatory.

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

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Lawrence J. Biediger

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

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

⁴ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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

Proposed to be Effective April 1, 2022

<u>Version</u>	<u>Description</u>	<u>Title</u>
14.0.0	Part I	Table of Contents
0.0.0	Contract No. 127953	Seminole Electric Cooperative, Inc.
0.0.0	Contract No. 127953	Exhibits A, B, C
0.0.0	Contract No. 127953	Exhibit D
0.0.0	Contract No. 127953	Negotiated Rate Agreement

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. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
Contract No. 120703	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
Contract No. 125351	Entergy Louisiana, LLC
Contract No. 125351	Exhibits A, B, C
Contract No. 125351	Credit Agreement
Contract No. 125351	Negotiated Rate Agreement
Contract No. 126271	Topaz Generating, LLC
Contract No. 126271	Exhibits A, B, C
Contract No. 126271	Exhibit D
Contract No. 126271	Negotiated Rate Agreement
Contract No. 126272	Topaz Generating, LLC
Contract No. 126272	Exhibits A, B, C
Contract No. 126272	Exhibit D
Contract No. 126272	Negotiated Rate Agreement
Contract No. 127953	Seminole Electric Cooperative, Inc.
Contract No. 127953	Exhibits A, B, C
Contract No. 127953	Exhibit D
Contract No. 127953	Negotiated Rate Agreement

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2022

(Version 0.0.0, Contract No. 127953) Seminole Electric Cooperative, Inc.

Option Code "A"

FOR INTERNAL USE ONLY

Request No.

Contract No.

Legal Entity No. 8500

DUNS No. 78332657

SERVICE AGREEMENT
Firm Transportation Service-Market Area
Rate Schedule FTS-3
Contract No. _____

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

WITNESSETH

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

ARTICLE I - Not Applicable

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 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("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.

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.

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.

ARTICLE V

Term of Agreement

5.1 This Agreement is valid on January 27, 2021 and shall become effective on the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary point(s) of receipt to the SeaCoast Putnam Delivery Point (the "In-Service Date"), provided that such date shall not precede April 1, 2022 unless mutually agreed to otherwise in writing by the Parties, and shall continue in effect through 05/31/2048. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a contractual Right of First Refusal.

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, upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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 8.A of Rate Schedule FTS-3 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff. Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 9.A of Rate Schedule FTS-3 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's 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 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 Transporter's address posted on Transporter's internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Seminole Electric Cooperative, Inc.
18313 North Dale Mabry Highway
Tampa FL 33618
Attention: gasnotices@seminole-electric.com
Telephone No. 813-739-1257

ARTICLE VIII

Construction of Facilities

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

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 new or requested 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.

ARTICLE IX - Not Applicable

ARTICLE X

Pressure

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

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

ARTICLE XI

Creditworthiness

Shipper shall comply with, and provide to Transporter sufficient evidence of Shipper's compliance with, the Credit Agreement set forth in Exhibit D attached hereto.

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, B, and D which are incorporated fully herein.

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

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: N/A

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: Beth Hickey
Name: Beth Hickey
Title: VP US Gas Pipelines
Date: 1-21-21

SHIPPER

Seminole Electric Cooperative, Inc.

By: [Signature]
Name: Lisa Johnson
Title: CEO & General Manager
Date: 1-12-21

^{DS} DM ^{DS} DA

^{DS} MB ^{DS} JD

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2022

(Version 0.0.0, Contract No. 127953) Exhibits A, B, C

Option Code "A"

**EXHIBIT A
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Seminole Electric Cooperative, Inc.
DATED
01/27/2021
Contract No. _____**

Date Range: In-Service Date to 05/31/2048

Point(s) of Receipt

Point Description	Point	DRN	<u>Maximum Daily Quantity (MMBtu)*</u>			
			<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Market						
<i>Hunters Creek-Sabal (Rec)</i>	100712	79100013	60000	60000	60000	60000
Market Total:			60000	60000	60000	60000
Total MDTQ:			60000	60000	60000	60000

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

**EXHIBIT B
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Seminole Electric Cooperative, Inc.
DATED
01/27/2021
Contract No. _____**

Date Range: In-Service Date to 05/31/2048

Point(s) of Delivery

Point Description	Point	DRN	<u>Maximum Daily Quantity (MMBtu)*</u>			
			<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
SeaCoast Putnam Delivery**	100745	79100069	60000	60000	60000	60000
Total MDTQ:			60000	60000	60000	60000

*Quantities are exclusive of Fuel Reimbursement.

**Transporter agrees to make deliveries up to Shipper's MDQ, at line pressure of no less than 700 psig, provided that the pressure on the facilities downstream of the Seacoast Putnam Delivery Point is no greater than 700 psig and provided further that Transporter and Shipper may mutually agree to allow such deliveries at a lower pressure from time to time with such agreement on pressure and duration being confirmed in writing or by email by the Parties.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2022

(Version 0.0.0, Contract No. 127953) Exhibit D

Option Code "A"

EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
SEMINOLE ELECTRIC COOPERATIVE, INC.
DATED
01/27/2021
Contract No. _____
Amendment 0

CREDIT AGREEMENT

This Credit Agreement, dated as of this ^{5th} day of ~~April~~ 2018, is by and between Florida Gas Transmission Company, LLC ("Transporter") and Seminole Electric Cooperative, Inc. ("Shipper"). Transporter and Shipper may sometimes be referred to herein individually as a "Party", or together as the "Parties".

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a "Precedent Agreement" concerning the construction of certain pipeline facilities, and thereby expanding capacity, in Transporter's Market Area to effectuate deliveries in Putnam County, FL (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-3 No. 1 Firm Transportation Service Agreement, an FTS-3 No. 2 Firm Transportation Service Agreement, an FTS-3 No. 3 Firm Transportation Service Agreement, and an FTS-3 No. 4 Firm Transportation Service Agreement and the associated Negotiated Rate Agreements (collectively, the "FTS-3 Agreements"); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of expanded capacity subscribed under the Precedent Agreement and the FTS-3 Agreements

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

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Attachment 3:

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

(i) its long-term unsecured debt securities, at such time, are rated at least BBB- by Standard & Poor's Ratings Services or its successor ("S&P") and at least Baa3 by Moody's Investor Services, Inc. or its successor ("Moody's") (any such rating, as applicable, a "Debt Rating"). provided, however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. In all instances, the long-term outlook shall not be qualified by or subject to a ratings action indicating a negative short-term or long-term outlook. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody's long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, "Debt Rating". In the event that the Debt Rating issued by S&P and Moody's are at levels that are not equivalent, the lower rating shall apply.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on consistent financial evaluation of Shipper's audited financial statements to determine the acceptability of such entity's overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles ("GAAP") in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements for such

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

(iii) Subsequently, on an annual basis during the term of the Precedent Agreement and the FTS-3 Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider, provided that Shipper shall be deemed to have satisfied such delivery requirement by making such financial statements available to the general public by publication thereof on its website.

(B) If Shipper is deemed not "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an irrevocable, unconditional guaranty in the form set forth in Appendix "A" hereof ("Guaranty"), from a third party that is "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS-3 Agreements, or

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a financial institution acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS-3 Agreements for the entire term of the Precedent Agreement and the entire term of the FTS-3 Agreements, through May 31, 2048, as extended upon approval of the Putnam County Project, and in either case equal to the lesser of (i) the total aggregate dollar value of six (6) months of reservation charges due from Shipper for the Contract MDQ under the FTS-3 Agreements for the entire term of the Precedent Agreement and the entire term of the FTS-3 Agreements, through May 31, 2048, or (ii) the number of months remaining in the term under the FTS-3 Agreements, as extended upon approval of the Putnam County Project, provided that if Shipper regains its status as Creditworthy, Shipper's obligation to maintain a cash deposit or an irrevocable standby letter of credit shall terminate.

(C) At any time while either the Precedent Agreement or the FTS-3 Agreements, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any financial institution that is supporting

a letter of credit in favor of Transporter in accordance with Attachment 3(B)(ii) hereof is no longer acceptable to Transporter, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative credit support in accordance with either Section 1(B)(i) or Section 1(B)(ii) of this Credit Agreement.

(D) For any irrevocable standby letter of credit that is provided to Transporter pursuant to Section 1(B)(ii) above (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (i) twelve (12) calendar months after issuance thereof and (ii) thirty (30) days after the end of the term of the Precedent Agreement and the primary term of the FTS-3 Agreements and if extended, to May 31, 2048, upon approval of the Putnam County Project. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS-3 Agreement, as may be extended from time to time. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in form otherwise satisfactory to Transporter; provided, however, that any automatic renewal or extension of Shipper's Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon: (a) failure to make payment when due under the FTS-3 Agreements; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit or until Transporter does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either the Precedent Agreement or the FTS-3 Agreements (in which event, such monies shall be applied against the same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-3 Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-3 Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by

hand, by nationally recognized overnight courier service, or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803

Attention: Manager Interstate Credit Risk

With copy to:

Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803

Attention: Commercial Operations

Shipper. Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618
Attention: Director of Treasury & Planning
Phone: 813-739-1538
Facsimile: 813-264-7906
Email: JDiazgranados@seminole-electric.com

With copy to:

Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618
Attention: Natural Gas Supply

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

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS-3 Agreements or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to securitize the acquiring shipper's full payment obligations under the replacement FTS-3 Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS-3 Agreements, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.


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

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

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

Florida Gas Transmission Company, LLC

Seminole Electric Cooperative, Inc.

By: 

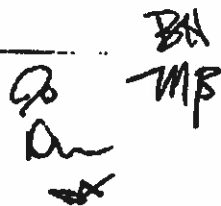
By: 

Title: ERP Commercial

Title: CEO AND GENERAL MANAGER

Date: 4/4/18

Date: MARCH 28, 2018



FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2022

(Version 0.0.0, Contract No. 127953) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 6, 2021

Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618

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

Dear Ms. Fuller:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 27th day of January, 2021 by and between Florida Gas Transmission Company LLC ("Transporter") and Seminole Electric Cooperative, Inc. ("Shipper"). Transporter and Shipper are parties to that certain Precedent Agreement dated April 5, 2018 ("Precedent Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a firm transportation service agreement under Transporter's Rate Schedule FTS-3 ("FTS-3 Agreement"). Further, this Agreement sets forth the parties' agreement otherwise pursuant to Article 8.2 of the FTS-3 Agreement that payment of the Negotiated Rate as detailed herein satisfies Shipper's obligation to reimburse Transporter for facilities contemplated in the Precedent Agreement to transport the firm quantities.

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the FTS-3 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 following negotiated rate and any other applicable current and future surcharges, whether reservation or usage (hereinafter referred to as the "Negotiated Rate"):
 - (a) Fixed Negotiated Rate: a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.80/Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month.
2. **Applicability of Negotiated Rates:** Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the FTS-3 Agreement at the Primary Receipt and Primary Delivery Points, at Alternate Receipt Points in Transporter's Market Area and Western Division, at Alternate Delivery Points in

Transporter's Market Area, and at the Alternate Delivery Points to Bay Gas (Del) Storage (Location No. 62249), Southern Pines (Del) (Location No. 78461) and FGT Zone 3 Pooling Point (Location No. 75309). Transporter's maximum tariff rates shall apply to utilization of any other Alternate Delivery Points. In the event that Shipper releases its firm transportation rights under the FTS-3 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 FTS-3 Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the FTS-3 Agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. **No Refund Obligations:** If, at any time after the date service commences under the FTS-3 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 FTS-3 Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
6. **Term:** This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the FTS-3 Agreement commencing on the date service commences under the FTS-3 Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the primary term.
7. **Regulatory Approval:** Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters Issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if

necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated rate had not been disallowed, modified or conditioned.

- 8. **Fuel:** Shipper shall pay the fuel charges set forth in Transporter's FERC Gas Tariff.
- 9. **Delivery Point(s):** Pursuant to General Terms and Conditions, Section 21G of Transporter's Tariff, Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas unless otherwise ordered by the Commission. Further, pursuant to Rate Schedule FTS-3, Section 7, the MDQ for any single receipt or delivery point shall be the volume set forth in the executed FTS-3 Service Agreement which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept at a receipt point on any one day.
- 10. **Entire Agreement:** This Agreement and the FTS-3 Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
- 11. **Notices:** All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the FTS-3 Agreement.

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

Sincerely,

ACCEPTED AND AGREED TO:

This 12 day of January, 2021

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: Beth Hickey

Name: Beth Hickey

Title: VP US Gas Pipelines

SEMINOLE ELECTRIC COOPERATIVE, INC.

By: Lisa Johnson

Name: Lisa Johnson
CEO & General Manager

Title: _____

^{DS}
DM ^{DS}
DA

^{DS}
MB ^{DS}
JD

MARKED VERSION

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. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
Contract No. 120703	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
Contract No. 125351	Entergy Louisiana, LLC
Contract No. 125351	Exhibits A, B, C
Contract No. 125351	Credit Agreement
Contract No. 125351	Negotiated Rate Agreement
Contract No. 126271	Topaz Generating, LLC
Contract No. 126271	Exhibits A, B, C
Contract No. 126271	Exhibit D
Contract No. 126271	Negotiated Rate Agreement
Contract No. 126272	Topaz Generating, LLC
Contract No. 126272	Exhibits A, B, C
Contract No. 126272	Exhibit D
Contract No. 126272	Negotiated Rate Agreement
<u>Contract No. 127953</u>	<u>Seminole Electric Cooperative, Inc.</u>
<u>Contract No. 127953</u>	<u>Exhibits A, B, C</u>
<u>Contract No. 127953</u>	<u>Exhibit D</u>
<u>Contract No. 127953</u>	<u>Negotiated Rate Agreement</u>

Executed Service Agreement
Compared to Rate Schedule FTS-3 form of service agreement
In FGT's Fifth Revised Volume No. 1 Tariff

Seminole Electric Cooperative, Inc. (Contract No. 127953)

SERVICE AGREEMENT
Firm Transportation Service-Market Area
Rate Schedule FTS-3
Contract No. 127953

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

W I T N E S S E T H

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

ARTICLE I - Not Applicable

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 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("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.

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.

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.

ARTICLE V

Term of Agreement

5.1 This Agreement is valid on January 27, 2021 and shall become effective **on the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary point(s) of receipt to the SeaCoast Putnam Delivery Point (the "In-Service Date"), provided that such date shall not precede April 1, 2022 unless mutually agreed to otherwise in writing by the Parties, and shall continue in effect through 05/31/2048. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a contractual Right of First Refusal.**

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, upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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 8.A of Rate Schedule FTS-3 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-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 9.A of Rate Schedule FTS-3 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's 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 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 Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper:

Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa FL 33618
Attention: gasnotices@seminole-electric.com
Telephone No. 813-739-1257

ARTICLE VIII

Construction of Facilities

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

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 new or requested 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.

ARTICLE IX - Not Applicable

ARTICLE X

Pressure

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

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

ARTICLE XI

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.~~

Shipper shall comply with, and provide to Transporter sufficient evidence of Shipper's compliance with, the Credit Agreement set forth in Exhibit D attached hereto.

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~~, C (if applicable) and D which are incorporated fully herein.

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

ARTICLE XIII

Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: **N/A**

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: _____

Name: _____

Title: _____

Date: _____

SHIPPER

Seminole Electric Cooperative, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Seminole Electric Cooperative, Inc.
DATED
01/27/2021
Contract No. 127953
Effective Date of this Exhibit A: 04/01/2022

Date Range: 04/01/2022 to 05/31/2048

<u>Point(s) of Receipt</u>				<u>Maximum Daily Quantity (MMBtu)*</u>		
Point Description	Point	DRN	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Market						
<i>Hunters Creek-Sabal (Rec)</i>	100712	79100013	60000	60000	60000	60000
Market Total:			60000	60000	60000	60000
Total MDTQ:			60000	60000	60000	60000

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

EXHIBIT B
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Seminole Electric Cooperative, Inc.
DATED
01/27/2021
Contract No. 127953
Effective Date of this Exhibit B: 04/01/2022

Date Range: 04/01/2022 to 05/31/2048

<u>Point(s) of Delivery</u>			<u>Maximum Daily Quantity (MMBtu)*</u>			
Point Description	Point	DRN	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
SeaCoast Putnam Delivery**	100745	79100069	60000	60000	60000	60000
Total MDTQ:			60000	60000	60000	60000

*Quantities are exclusive of Fuel Reimbursement.

**Transporter agrees to make deliveries up to Shipper's MDQ, at line pressure of no less than 700 psig, provided that the pressure on the facilities downstream of the Seacoast Putnam Delivery Point is no greater than 700 psig and provided further that Transporter and Shipper may mutually agree to allow such deliveries at a lower pressure from time to time with such agreement on pressure and duration being confirmed in writing or by email by the Parties.

EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
SEMINOLE ELECTRIC COOPERATIVE, INC.
DATED
01/27/2021
Contract No. 127953
Amendment 0
Effective Date of this Exhibit D: 04/01/2022

CREDIT AGREEMENT

This Credit Agreement, dated as of this ___ day of ___, 2018, is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Seminole Electric Cooperative, Inc. (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a “Precedent Agreement” concerning the construction of certain pipeline facilities, and thereby expanding capacity, in Transporter’s Market Area to effectuate deliveries in Putnam County, FL (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an FTS-3 No. 1 Firm Transportation Service Agreement, an FTS-3 No. 2 Firm Transportation Service Agreement, an FTS-3 No. 3 Firm Transportation Service Agreement, and an FTS-3 No. 4 Firm Transportation Service Agreement and the associated Negotiated Rate Agreements (collectively, the “FTS-3 Agreements”); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations and the level of expanded capacity subscribed under the Precedent Agreement and the FTS-3 Agreements.

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

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth under this Attachment 3:

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

(i) its long-term unsecured debt securities, at such time, are rated at least BBB- by Standard & Poor’s Ratings Services or its successor (“S&P”) and at least Baa3 by Moody’s Investor Services, Inc. or its successor (“Moody’s”) (any such rating, as applicable, a “Debt Rating”), provided, however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. In all instances, the long-term outlook shall not be qualified by or subject to a ratings action indicating a negative short-term or long-term outlook. In the event Shipper has no Debt Ratings, the S&P long-term Issuer Credit Rating or Moody’s long-term Corporate Family Rating will be substituted, and as such, these ratings are also included in the defined term, “Debt Rating”. In the event that the Debt Rating issued by S&P and Moody’s are at levels that are not equivalent, the lower rating shall apply.

(ii) In the event Shipper cannot demonstrate Creditworthiness pursuant to Section (A)(i) above, Transporter shall initially conduct a creditworthiness review on a non-discriminatory basis, based on consistent financial evaluation of Shipper’s audited financial statements to determine the acceptability of such entity’s overall financial condition. Shipper shall provide audited financial statements for the most current two (2) fiscal years prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States of America or, for non-U.S. based Shippers, prepared in accordance with equivalent standards. In the event that audited financial statements are not available, then Shipper shall provide its certified unaudited financial statements for such year. In all cases, the financial statements shall be prepared in accordance with GAAP, or, for non-U.S. based Shippers, such financial statements shall be prepared in accordance with equivalent standards. In the event that certified unaudited financial statements for a

particular fiscal year are provided in lieu of audited financial statements, then the Chief Executive Officer or the Chief Financial Officer shall certify that (1) such officer has reviewed the unaudited financial statements, (2) based on such officer's knowledge, the unaudited financial statements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which the statements were made, not misleading, (3) based on such officer's knowledge, the unaudited financial statements, and other financial information contained therein, present in all material respects the financial condition and results of operations of Shipper, or Shipper's credit support provider as of and for the periods presented in such unaudited financial statements.

(iii) Subsequently, on an annual basis during the term of the Precedent Agreement and the FTS-3 Agreements, Shipper shall, within one hundred twenty (120) days following the end of each fiscal year, provide to Transporter Shipper's or Shipper's credit support provider's audited financial statements with notes necessary to evaluate the financial condition of Shipper or its credit support provider, provided that Shipper shall be deemed to have satisfied such delivery requirement by making such financial statements available to the general public by publication thereof on its website.

(B) If Shipper is deemed not "Creditworthy" pursuant to either (A)(i) or (ii) above, then Shipper shall thereafter maintain, either:

(i) an irrevocable, unconditional guaranty in the form set forth in Appendix "A" hereof ("Guaranty"), from a third party that is "Creditworthy" pursuant to Section (A)(i) or (ii) above and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS-3 Agreements; or

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a financial institution acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS-3 Agreements for the entire term of the Precedent Agreement and the entire term of the FTS-3 Agreements, through May 31, 2048, as extended upon approval of the Putnam County Project, and in either case equal to the lesser of (i) the total aggregate dollar value of six (6) months of reservation charges due from Shipper for the Contract MDQ under the FTS-3 Agreements for the entire term of the Precedent Agreement and the entire term of the FTS-3 Agreements, through May 31, 2048, or (ii) the number of months remaining in the term under the FTS-3 Agreements, as extended upon approval of the Putnam County Project, provided that if Shipper regains its status as Creditworthy, Shipper's obligation to maintain a cash deposit or an irrevocable standby letter of credit shall terminate.

(C) At any time while either the Precedent Agreement or the FTS-3 Agreements, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer "Creditworthy", or (ii) any financial institution that is supporting a letter of credit in favor of Transporter in accordance with Attachment 3(B)(ii) hereof is no longer acceptable to Transporter, then

Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, alternative credit support in accordance with either Section 1(B)(i) or Section 1(B)(ii) of this Credit Agreement.

(D) For any irrevocable standby letter of credit that is provided to Transporter pursuant to Section 1(B)(ii) above (any such letter of credit, "Shipper's Letter of Credit"), such Shipper's Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (i) twelve (12) calendar months after issuance thereof and (ii) thirty (30) days after the end of the term of the Precedent Agreement and the primary term of the FTS-3 Agreements and if extended, to May 31, 2048, upon approval of the Putnam County Project. With respect to any Shipper's Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS-3 Agreement, as may be extended from time to time. All extensions, amendments and replacements of any Shipper's Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper's Letter of Credit, or in form otherwise satisfactory to Transporter; provided, however, that any automatic renewal or extension of Shipper's Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Shipper's Letter of Credit upon: (a) failure to make payment when due under the FTS-3 Agreements; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein. In the event of a draw in accordance with clause (a) of the preceding sentence, the proceeds of such draw shall be applied against any costs, expenses or damages incurred by Transporter. In the event of a draw due to the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit, which draw may be in part or in whole, the proceeds of the draw shall be retained by Transporter until Transporter receives a replacement Shipper's Letter of Credit or until Transporter does in fact incur any costs, expenses or damages as a result of a breach by Shipper of any of its obligations under either the Precedent Agreement or the FTS-3 Agreements (in which event, such monies shall be applied against the same). If drawn in part or in whole, Shipper shall immediately thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit. Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the later to occur of (i) the date on which both the Precedent Agreement and the FTS-3 Agreements have terminated or expired and (ii) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS-3 Agreements (including, without limitation, any damages arising from either such agreement) have been fulfilled.

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

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Manager – Interstate Credit Risk

With copy to:
Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Commercial Operations

Shipper: Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618
Attention: Director of Treasury & Planning
Phone: 813-739-1538
Facsimile: 813-264-7906
Email: JDiazgranados@seminole-electric.com

With copy to:
Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618
Attention: Natural Gas Supply

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

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS-3 Agreements or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to securitize the acquiring shipper's full payment obligations under the replacement FTS-3 Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS-3 Agreements, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

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

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

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

Florida Gas Transmission Company, LLC

Seminole Electric Cooperative, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

January 6, 2021

Seminole Electric Cooperative, Inc.
16313 North Dale Mabry Highway
Tampa, FL 33618

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

Dear Ms. Fuller:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 27th day of January, 2021 by and between Florida Gas Transmission Company LLC (“Transporter”) and Seminole Electric Cooperative, Inc. (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated April 5, 2018 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a firm transportation service agreement under Transporter’s Rate Schedule FTS-3 (“FTS-3 Agreement”). Further, this Agreement sets forth the parties’ agreement otherwise pursuant to Article 8.2 of the FTS-3 Agreement that payment of the Negotiated Rate as detailed herein satisfies Shipper’s obligation to reimburse Transporter for facilities contemplated in the Precedent Agreement to transport the firm quantities.

When used in this Agreement, and unless otherwise defined herein, capitalized terms shall have the meanings set forth in the FTS-3 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 following negotiated rate and any other applicable current and future surcharges, whether reservation or usage (hereinafter referred to as the “Negotiated Rate”):

(a) Fixed Negotiated Rate: a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.80/Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the FTS-3 Agreement at the Primary Receipt and Primary Delivery Points, at Alternate Receipt Points in Transporter’s Market Area and Western Division, at Alternate Delivery Points in

Transporter's Market Area, and at the Alternate Delivery Points to Bay Gas (Del) Storage (Location No. 62249), Southern Pines (Del) (Location No. 78461) and FGT Zone 3 Pooling Point (Location No. 25309). Transporter's maximum tariff rates shall apply to utilization of any other Alternate Delivery Points. In the event that Shipper releases its firm transportation rights under the FTS-3 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 FTS-3 Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the FTS-3 Agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the FTS-3 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 FTS-3 Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the FTS-3 Agreement commencing on the date service commences under the FTS-3 Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the primary term.
7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if

necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated rate had not been disallowed, modified or conditioned.

8. Fuel: Shipper shall pay the fuel charges set forth in Transporter's FERC Gas Tariff.
9. Delivery Point(s): Pursuant to General Terms and Conditions, Section 21G of Transporter's Tariff, Transporter shall have no obligation to modify its existing facilities or construct new facilities in order to receive or deliver Shipper's gas unless otherwise ordered by the Commission. Further, pursuant to Rate Schedule FTS-3, Section 7, the MDQ for any single receipt or delivery point shall be the volume set forth in the executed FTS-3 Service Agreement which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept at a receipt point on any one day.
10. Entire Agreement: This Agreement and the FTS-3 Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
11. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the FTS-3 Agreement.

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

Sincerely,

ACCEPTED AND AGREED TO:

This ___ day of _____, 2021

FLORIDA GAS TRANSMISSION COMPANY, LLC

SEMINOLE ELECTRIC COOPERATIVE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____