



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

March 29, 2023

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. RP23-_____

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, 2023.

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-1 non-conforming service agreement with Florida Power & Light Company (“FPL”), Contract No. 129847. The parties entered into Contract No. 129847 pursuant to a precedent agreement related to the proposed South Louisiana Project.

Exhibit B of the FPL service agreement contains a non-conforming footnote (footnote “**”) that explains that deliveries made to the designated Points of Delivery are contingent upon FPL’s simultaneous nominations to take away volumes from its additional receipt points included in existing agreements with FGT. This provision is necessary in order to have the proper coordination between the various FPL service agreements so that the deliveries can be made in a seamless manner. FGT requests that the Commission find the non-conforming Exhibit B footnote to be a permissible material deviation as it 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.

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 contain Exhibit A and Exhibit B in accordance with Article XIII, Section 13.3 of the FPL service agreement and will contain Exhibit C when applicable. Exhibit C will be used for amendments to the service agreement and is not applicable to the 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-1 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, 2023, the effective date of the service agreement. FGT respectfully requests that 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, 2023.

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-1 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:

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

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

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
March 29, 2023
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Lawrence J. Biediger^{1 2}

Sr. Director, Rates and Regulatory Affairs
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
Larry.biediger@energytransfer.com

In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at FGT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. FGT has posted this filing on its Internet web site accessible via <http://fgtmessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and 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

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

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

Proposed to be Effective April 1, 2023

| <u>Version</u> | <u>Description</u> | <u>Title</u> |
|----------------|---------------------|-------------------------------|
| 18.0.0 | Part I | Table of Contents |
| 0.0.0 | Contract No. 129847 | Florida Power & Light Company |
| 0.0.0 | Contract No. 129847 | Exhibits A, B, C |
| 0.0.0 | Contract No. 129847 | Negotiated Rate Agreement |

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| FPL Exhibit B | Florida Power & Light Company |

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| Contract No. 111144 | Negotiated Rate Agreement |
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| | |
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| Contract No. 126272 | Exhibits A, B, C |
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| | |
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FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2023

(Version 0.0.0, Contract No. 129847) Florida Power & Light Company

Option Code "A"

SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1
Contract No. 129847

THIS AGREEMENT entered into this 15 day of March, 2023, 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"),

WITNESSETH

WHEREAS, Transporter and Shipper are parties to that certain Precedent Agreement dated February 10, 2023 regarding construction of the South Louisiana Project and the subscription of certain firm transportation service by Shipper (the "South Louisiana Project PA"); and

WHEREAS, this firm transportation service will utilize a receipt interconnect that requires modification (the "Trunkline Vermillion Interconnect Upgrade").

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

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto 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-1), 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 No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

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

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 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-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective April 1, 2023 and shall continue in effect through March 31, 2025 (the "Primary Term"). Pursuant to Transporter's FERC Gas Tariff, General Terms and Conditions, Section 20.A.3, Transporter and Shipper agree to extend the term of this Agreement with a termination date to coincide with the In-Service Date of the South Louisiana Project, as defined in the South Louisiana Project PA, (the "Interim Term"). If the In-Service Date of the South Louisiana Project has not occurred by April 1, 2028 or if the South Louisiana Project PA is terminated prior to April 1, 2028, Transporter and Shipper agree that this Agreement shall be extended in either event through March 31, 2036 (the "Extension Term").

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

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII

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

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system 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-1 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-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B 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-1 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-1 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-1 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-1 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 VIII Notices

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

Shipper: Florida Power & Light Company
700 Universe Ave (EMT/JB)
Juno Beach, FL 33408
Attention: Heather Stubblefield
Telephone No. 561-691-2145
Email: heather.stubblefield@fpl.com

ARTICLE IX Construction of Facilities

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

ARTICLE X Regulatory Authorizations and Approvals

Article X – Not Applicable

ARTICLE XI
Pressure

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

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

ARTICLE XII
Other Provisions under Historic Rate Schedule FTS-2 Service Agreement

Article XII – Not Applicable

ARTICLE XIII
Miscellaneous

13.1 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.

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

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

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


ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between
Transporter and Shipper: NONE

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 
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Beth Hickey
(Please type or print name)

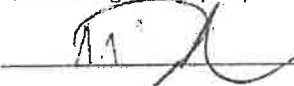
Title EVP - US Gas Pipelines

Date 3.15.2023

SHIPPER

Florida Power & Light Company

By 
Michael DeBock
(Please type or print name)

Title Vice President

Date February 9, 2023



FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2023

(Version 0.0.0, Contract No. 129847) Exhibits A, B, C

Option Code "A"

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Florida Power & Light Company
DATED
04/01/2023
Contract No. 129847
Amendment No. 0

Effective Date of this Exhibit A: 04/01/2023

Date Range: From 04/01/2023 through the in-service of the Trunkline Vermillion Interconnect Upgrade.

| <u>Point(s) of Receipt</u> <u>Point Description</u> | <u>Point</u> | <u>Apr</u> | <u>Maximum Daily Quantity (MMBtu)*</u> | | |
|--|--------------|------------|--|------------|----------------|
| | | | <u>May-Sept</u> | <u>Oct</u> | <u>Nov-Mar</u> |
| Zone 1 | | | | | |
| <i>Trunkline Manchester</i> | 23059 | 50000 | 50000 | 50000 | 50000 |
| Zone 1 Total: | | 50000 | 50000 | 50000 | 50000 |
| Total MDTQ: | | 50000 | 50000 | 50000 | 50000 |

Date Range: From the Trunkline Vermillion Interconnect Upgrade through 03/31/2025 and any Interim Term and/or Extension Term.

| <u>Point(s) of Receipt</u> <u>Point Description</u> | <u>Point</u> | <u>Apr</u> | <u>Maximum Daily Quantity (MMBtu)*</u> | | |
|--|--------------|------------|--|------------|----------------|
| | | | <u>May-Sept</u> | <u>Oct</u> | <u>Nov-Mar</u> |
| Zone 1 | | | | | |
| <i>Trunkline Vermillion</i> | 25405 | 50000 | 50000 | 50000 | 50000 |
| Zone 1 Total: | | 50000 | 50000 | 50000 | 50000 |
| Total MDTQ: | | 50000 | 50000 | 50000 | 50000 |

*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-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Florida Power & Light Company
DATED
04/01/2023
Contract No. 129847
Amendment No. 0

Effective Date of this Exhibit B: 04/01/2023

Date Range: From 04/01/2023 through 03/31/2025 and any Interim and/or Extension Term.

| <u>Point(s) of Delivery*</u> <u>Point Description</u> | <u>Point</u> | <u>Maximum Daily Quantity (MMBtu)**</u> | | | <u>Nov-Mar</u> |
|--|--------------|---|-----------------|------------|----------------|
| | | <u>Apr</u> | <u>May-Sept</u> | <u>Oct</u> | |
| Zone 3 | | | | | |
| <i>SESH Lucedale**</i> | 78487 | 10000 | 10000 | 10000 | 10000 |
| <i>TRANSCO Citronelle FGT Capacity**</i> | 62132 | 20000 | 20000 | 20000 | 20000 |
| <i>GSPL Mobile Bay-FGT Capacity**</i> | 78176 | 20000 | 20000 | 20000 | 20000 |
| Zone 3 Total: | | 50000 | 50000 | 50000 | 50000 |
| Total MDTQ: | | 50000 | 50000 | 50000 | 50000 |

* Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point on a uniform hourly basis.

** Deliveries to these points (or Alternate Receipt Points) are contingent on Shipper's simultaneous use of corresponding receipt points on Shipper's existing Rate Schedule FTS-1, Historical Rate Schedule FTS-2 and Rate Schedule FTS-3 Service Agreements.

*** Quantities are exclusive of Fuel Reimbursement.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on April 1, 2023

(Version 0.0.0, Contract No. 129847) Negotiated Rate Agreement

Option Code "A"

February 7, 2023

Florida Power & Light Company
700 Universe Ave (EMT/JB)
Juno Beach, FL 33408
Attention: Heather Stubblefield

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 129847

Dear Ms. Stubblefield:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 15 day of March, 2023 by and between Florida Gas Transmission Company, LLC ("Transporter") and Florida Power & Light Company ("Shipper"). Transporter and Shipper are parties to that certain Precedent Agreement dated February 10, 2023 ("Precedent Agreement"). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter's Rate Schedule FTS-1 ("Service Agreement").

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

1. **Negotiated Rates:** During the Primary Term, any Interim Term, and any Extension Term of this Agreement as set forth in the Service Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, a 100% load factor (combined reservation and usage) fixed negotiated rate during the Primary, Interim Term, and any period of time during the Extension Term through April 30, 2028 of \$0.45 per Dth and during any period of time during the Extension Term from May 1, 2028 of \$0.60 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges, (hereinafter referred to as the "Negotiated Rate"). Shipper shall pay the fuel charges set forth in Transporter's FERC Gas Tariff.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.
3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term and any Interim Term and/or Extension Term.
7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters

issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement, such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

- 8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
- 9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

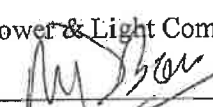
By: Beth Hickey
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 Name: Beth Hickey
 Title: EVP - US Gas Pipelines

^{DS} DM ^{DS} DA
 ^{DS} MB ^{DS} JD

ACCEPTED AND AGREED TO:

This 9th day of February, 2023

Florida Power & Light Company

By: 
 Name: Michael DeBock
 Title: Vice President



MARKED VERSION

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Contract No. 129847 Florida Power & Light Company
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Executed Service Agreement
Compared to Rate Schedule FTS-1 form of service agreement
In FGT's Fifth Revised Volume No. 1 Tariff

Florida Power & Light Company (Contract No. 129847)

SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1
Contract No. 129847

THIS AGREEMENT entered into this 15 day of March, 2023, 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"),

WITNESSETH

WHEREAS, Transporter and Shipper are parties to that certain Precedent Agreement dated February 10, 2023 regarding construction of the South Louisiana Project and the subscription of certain firm transportation service by Shipper (the "South Louisiana Project PA"); and

WHEREAS, this firm transportation service will utilize a receipt interconnect that requires modification (the "Trunkline Vermillion Interconnect Upgrade").

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

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

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

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto 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-1), 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 No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement. ~~This provision does not apply to Historic Rate Schedule FTS-2 Service Agreements.~~

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the 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 V Rights to Amend Rates and Terms and Conditions of Service

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

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 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-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

~~6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].~~

6.1 This Agreement shall become effective April 1, 2023 and shall continue in effect through March 31, 2025 (the "Primary Term"). Pursuant to Transporter's FERC Gas Tariff, General Terms and Conditions, Section 20.A.3, Transporter and Shipper agree to extend the term of this Agreement with a termination date to coincide with the In-Service Date of the South Louisiana Project, as defined in the South Louisiana Project PA, (the "Interim Term"). If the In-Service Date of the South Louisiana Project has not occurred by April 1, 2028 or if the South Louisiana Project PA is terminated prior to April 1, 2028, Transporter and Shipper agree that this Agreement shall be extended in either event through March 31, 2036 (the "Extension Term").

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

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII

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

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system 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-1 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-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B 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-1 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-1 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-1 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-1 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 VIII Notices

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

Shipper: Florida Power & Light Company
700 Universe Ave (EMT/JB)
Juno Beach, FL 33408
Attention: Heather Stubblefield
Telephone No. 561-691-2145
Email: heather.stubblefield@fpl.com

ARTICLE IX Construction of Facilities

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

ARTICLE X
Regulatory Authorizations and Approvals

Article X – Not Applicable

ARTICLE XI
Pressure

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

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

ARTICLE XII
Other Provisions under Historic Rate Schedule FTS-2 Service Agreement

Article XII – Not Applicable

ARTICLE XIII
Miscellaneous

13.1 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.

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

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

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

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: NONE

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 _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Florida Power & Light Company
DATED
04/01/2023
Contract No. 129847
Amendment No. 0

Effective Date of this Exhibit A: 04/01/2023

Date Range: From 04/01/2023 through the in-service of the Trunkline Vermillion Interconnect Upgrade.

Point(s) of Receipt with associated Point Maximum Daily Quantity (MDQ) by season, month MMBtu*

| <u>Point Description</u> | <u>Point</u> | <u>Apr</u> | <u>May-Sept</u> | <u>Oct</u> | <u>Nov-Mar</u> |
|-----------------------------|--------------|--------------|-----------------|--------------|----------------|
| <u>Zone 1</u> | | | | | |
| <u>Trunkline Manchester</u> | <u>23059</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |
| <u>Zone 1 Total:</u> | | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |
| <u>Total MDTQ:</u> | | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |

Date Range: From the Trunkline Vermillion Interconnect Upgrade through 03/31/2025 and any Interim Term and/or date range and the Extension Term.

Point(s) of Receipt Maximum Daily Transportation Quantity (MDTQ) MMBtu*

| <u>Point Description</u> | <u>Point</u> | <u>Apr</u> | <u>May-Sept</u> | <u>Oct</u> | <u>Nov-Mar</u> |
|-----------------------------|--------------|--------------|-----------------|--------------|----------------|
| <u>Zone 1</u> | | | | | |
| <u>Trunkline Vermillion</u> | <u>25405</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |
| <u>Zone 1 Total:</u> | | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |

Total MDTQ: 50000 50000 50000 50000

***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-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission Company, LLC
AND
Florida Power & Light Company
DATED
04/01/2023
Contract No. 129847
Amendment No. 0

Effective Date of this Exhibit B: 04/01/2023

Date Range: From 04/01/2023 through 03/31/2025 and any Interim and/or Extension Term.

Point(s) of Delivery and associated* range as well as maximum MMBtu*** Maximum Daily Quantity (MDQ) by season, month and/or date

| <u>Point Description</u> | <u>Point</u> | <u>Apr</u> | <u>May-Sept</u> | <u>Oct</u> | <u>Nov-Mar</u> |
|--|--------------|--------------|-----------------|--------------|----------------|
| <u>Zone 3</u> | | | | | |
| <u>SESH Lucedale**</u> | <u>78487</u> | <u>10000</u> | <u>10000</u> | <u>10000</u> | <u>10000</u> |
| <u>TRANSCO Citronelle FGT Capacity**</u> | <u>62132</u> | <u>20000</u> | <u>20000</u> | <u>20000</u> | <u>20000</u> |
| <u>GSPL Mobile Bay-FGT Capacity**</u> | <u>78176</u> | <u>20000</u> | <u>20000</u> | <u>20000</u> | <u>20000</u> |
| <u>Zone 3 Total:</u> | | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |
| <u>Total MDTQ:</u> | | <u>50000</u> | <u>50000</u> | <u>50000</u> | <u>50000</u> |

* Transporter agrees to make deliveries on Shipper's behalf up to Shipper's MDTQ at the Primary Delivery Point on a uniform hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]basis.

** Deliveries to these points (or Alternate Receipt Points) are contingent on Shipper's simultaneous use of corresponding receipt points on Shipper's existing Rate Schedule FTS-1, Historical Rate Schedule FTS-2 and Rate Schedule FTS-3 Service Agreements.

| ***** Quantities are exclusive of Fuel Reimbursement**

February 7, 2023

Florida Power & Light Company
700 Universe Ave (EMT/JB)
Juno Beach, FL 33408
Attention: Heather Stubblefield

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 129847

Dear Ms. Stubblefield:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 15 day of March, 2023 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Florida Power & Light Company (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated February 10, 2023 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-1 (“Service Agreement”).

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

1. Negotiated Rates: During the Primary Term, any Interim Term, and any Extension Term of this Agreement as set forth in the Service Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, a 100% load factor (combined reservation and usage) fixed negotiated rate during the Primary, Interim Term, and any period of time during the Extension Term through April 30, 2028 of \$0.45 per Dth and during any period of time during the Extension Term from May 1, 2028 of \$0.60 per Dth, plus any applicable reservation surcharges, multiplied by the sum of the MDTQ for the billing month and in addition any applicable usage surcharges multiplied by the sum of the scheduled quantities for the billing month and any other applicable current and future surcharges, (hereinafter referred to as the “Negotiated Rate”). Shipper shall pay the fuel charges set forth in Transporter’s FERC Gas Tariff.
2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to receipts and deliveries

- under the Service Agreement at the Primary Receipt and Primary Delivery Points and at all alternative receipt/delivery points in Transporter's Western Division. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.
3. Effect of Negotiated Rate: Pursuant to the GT&C of Transporter's Tariff, the Negotiated Rate set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Transporter's Tariff shall not apply to or be available to Shipper for service under the Service Agreement during the term of this Agreement (except to the extent expressly stated in Paragraph 1 above or at any and all times when the Negotiated Rate is not otherwise applicable to service under the Service agreement pursuant to this Agreement), notwithstanding any adjustments to such generally applicable maximum Recourse Rates(s) which may become effective during the term of this Agreement.
 4. No Refund Obligations: If, at any time after the date service commences under the Service Agreement and thereafter during the term of this Agreement, Transporter is collecting its effective maximum Recourse Rate(s) subject to refund under Section 4 of the Natural Gas Act, as amended ("NGA"), Transporter shall have no refund obligation to Shipper even if the final maximum recourse rates are reduced to a level below the Negotiated Rate provided herein. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to transportation service on Transporter's system shall be governed by Transporter's Tariff and any applicable FERC orders and/or regulations.
 5. Transporter's Tariff: Shipper acknowledges and agrees that all terms and conditions of Transporter's Tariff, including provisions for filing of changes in Transporter's Tariff, are applicable to the Service Agreement. Except as it relates to rates, in the event of a conflict between this Agreement and Transporter's Tariff, Transporter's Tariff shall control.
 6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraphs 2 and 7 herein, the Negotiated Rate set forth herein shall apply to service under the Service Agreement commencing on the date service commences under the Service Agreement and shall, subject to the terms and conditions of this Agreement, continue in effect through the Primary Term and any Interim Term and/or Extension Term.
 7. Regulatory Approval: Transporter shall make a filing with the FERC for approval to implement the Negotiated Rate set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Transporters and Regulation of Negotiated Transportation Service of Natural Gas Transporters issued January 31, 1996, in Docket Nos. RM95-5-000 and RM96-7-000. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate,

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

8. Entire Agreement: This Agreement and the Service Agreement contain the entire agreement of the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the successors and permitted assigns of each Party.
9. Notices: All notices and communications regarding this Agreement shall be made in accordance with the notice provisions of the Service Agreement.

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

Sincerely,

Florida Gas Transmission Company, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____, 2023

Florida Power & Light Company

By: _____

Name: _____

Title: _____