



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

June 3, 2024

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Florida Gas Transmission Company, LLC
Docket No. RP24-757-000
Revision to Compliance Filing

Dear Ms. Reese:

Florida Gas Transmission Company, LLC (“FGT”) hereby electronically submits for filing with the Federal Energy Regulatory Commission (“Commission”) the following tariff record to its FERC Gas Tariff, Fifth Revised Volume No. 1 (“Tariff”), proposed to become effective on the later of July 3, 2024, or the date on which the project facilities associated with Docket No. CP23-492-000 are placed into service.

<u>Version</u>	<u>Description</u>	<u>Title</u>
1.0.0	Rate Schedule FTS-WD-3	Firm Transportation Service

STATEMENT OF NATURE, REASONS AND BASIS

On May 3, 2024, FGT filed tariff records, in Docket No. RP24-757-000, in compliance with the Commission’s Order Issuing Certificate in Docket No. CP23-492-000¹ (“Compliance Filing”). The Commission accepted the tariff records in the Compliance Filing to be effective the date on which the facilities are placed into service.² The purpose of this filing is to submit to the Commission a revision to one tariff record which was included in FGT’s Compliance Filing.

The Compliance Filing included tariff records associated with new Rate Schedule FTS-WD-3 including: (i) the Currently Effective Rates, (ii) the new Rate Schedule FTS-WD-3, (iii) the Form of Service Agreement, and (iv) housekeeping updates throughout the Tariff to account for the inclusion of Rate Schedule FTS-WD-3. The tariff record proposed herein revises the Rate Schedule FTS-WD-3 to eliminate directional specific language that was incorrectly included when detailing Alternate Receipt and Delivery Points. Specifically, FGT is eliminating the sentence in Section 8.B, “Such Alternate Receipt Point(s) must be located west of the Primary Delivery Point(s) in Shipper’s FTS-WD-3 Service Agreement”, and the corresponding sentence in Section 9.B, “Such Alternate Delivery Point(s) must be located east of the Primary Receipt Point(s) in Shipper’s FTS-WD-3 Service Agreement”. This language only applies to the Primary Receipt and Delivery Points of Rate Schedule FTS-WD-3 and should not have been included with the Alternate Receipt and Delivery Points.

¹ *Florida Gas Transmission Company, LLC*, 187 FERC ¶ 61,042 (2024).

² *Florida Gas Transmission Company, LLC*, Docket No. RP24-757-000, Letter Order Issued May 29, 2024.

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff record submitted herein be accepted effective the later of July 3, 2024, or the date on which the project facilities associated with Docket No. CP23-492-000 are placed into service, the same proposed effective date as the previously accepted tariff records included in FGT's Compliance Filing. FGT respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff record in this filing to become effective.

CONTENTS OF THE FILING

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

- A transmittal letter in PDF format;
- A clean copy of the proposed tariff record in PDF format;
- A marked version of the proposed tariff changes in PDF format; and
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Michael T. Langston³
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

Dawn G. McGuire³
Assistant General Counsel
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7938
(713) 989-1189 (Fax)
dawn.mcguire@energytransfer.com

Lawrence J. Biediger^{3 4}
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

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), 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.

Ms. Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
June 3, 2024
Page 3

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 website accessible via <https://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, and the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Lawrence J. Biediger

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

RATE SCHEDULE FTS-WD-3
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
 - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
 - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
 - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum

Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <https://fgtmessenger.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.

9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.
10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD-3 Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:

- (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
- (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
- (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.

- 4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be

provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD-3 a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD-3. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel rate of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD-3 Service Agreement which are assigned an MDQ. Shipper may release capacity from the closest in-line transfer point east of the Primary Receipt Point. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such newly requested Primary Receipt Point(s) must be in Transporter's Western Division and must be located west of the Primary Delivery Point(s) in Shipper's FTS-WD-3 Service Agreement.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD-3 Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD-3 Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD-3 Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD-3 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such newly requested Primary Delivery Point(s) must be located in Transporter's Western Division and must be located east of the Primary Receipt Point(s) in Shipper's FTS-WD-3 Service Agreement.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD-3 Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point.

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD-3 Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD-3 Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-3, and/or (b) Rate Schedule FTS-WD-3 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 applicable to Rate Schedule FTS-WD-3. Transporter agrees that Shipper may protest or contest filings of Transporter, 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.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD-3 Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD-3 Service Agreement pursuant to this Section 11.
2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to

make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.

3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:
 - i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.
 - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for the periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.
 - iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.
 - iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.
 - v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have differently underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter's tariff.
4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made

The Joint Action Agency must meet Transporter's creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

by Transporter; subject to the information set forth in 11.A3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

12. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.

MARKED VERSION

RATE SCHEDULE FTS-WD-3
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is a firm rate schedule and is available for firm transportation service provided by Florida Gas Transmission Company, LLC (Transporter) to any person (Shipper) where:

- (a) Transporter has sufficient capacity to provide such service;
- (b) Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule within Transporter's Western Division (i.e., Primary Receipt and Primary Delivery Points within Transporter's Western Division); and
- (c) Shipper has complied with the requirements of Section 3 hereof.
- (d) If the transportation service is to be provided under one Service Agreement for multiple entities (Principals) that have designated an agent to act on their behalf (hereinafter individually and collectively referred to as Shipper), Principals shall provide notice of such to Transporter and shall also provide sufficient information to verify:
 - (1) that Principals collectively meet the "Shipper must have title" requirement as set forth in Section 7 of the General Terms and Conditions;
 - (2) that each Principal agrees that it is jointly and severally liable for all of the obligations of Shipper under the Service Agreement; and
 - (3) that the Principals agree that they shall be treated collectively as one Shipper for purposes of establishing creditworthiness and for nomination, allocation and billing purposes.

2. APPLICABILITY AND CHARACTER OF SERVICE

Transportation from Primary Receipt Points to Primary Delivery Points under this Rate Schedule shall be performed on a firm basis.

Transporter shall receive for transportation hereunder the quantity of gas made available by or for the account of Shipper and transport and make available for delivery to or for the account of Shipper gas in accordance with this Rate Schedule; provided however, that such quantity made available by or for the account of Shipper shall not exceed on any day the applicable Maximum

Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement for service under this Rate Schedule and any quantities tendered for Fuel Reimbursement.

Service shall commence under this Rate Schedule on the earlier of: (i) the date Shipper first tenders gas to Transporter for transportation under an executed Service Agreement; or, (ii) the effective date stated in Article VI of the Service Agreement, but in no event prior to Transporter's receipt and acceptance of any necessary regulatory authorization to provide firm transportation service to Shipper in accordance with the terms of this Rate Schedule and such executed Service Agreement, and further, in no event prior to the in-service date of any facilities necessary to provide such service.

Gas received for transportation hereunder will be commingled with other gas in Transporter's system, and the specific gas made available by Shipper or for Shipper's account for transportation may not be the same gas delivered to Shipper or for its account.

3. REQUESTS FOR AND EXECUTION OF FIRM TRANSPORTATION SERVICE

A. Transportation Requests

The specific information required from a Shipper for a valid request for firm transportation service must be delivered to Transporter, Attention: FGT Contract Administration Department, at P.O. Box 4967, Houston, Texas 77210-4967, or submitted electronically per instructions on Transporter's Internet website at <https://fgtmessenger.energytransfer.com>. Requests for transportation must be accompanied by the following:

1. Shipper's legal name.
2. Shipper's principal place of business.
3. Shipper's contact person and telephone number.
4. Shipper's business address (including e-mail addresses) for notices and billing.
5. Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw pipeline, or other [please specify]).
6. Maximum Daily Transportation Quantity (MDTQ) requested stated in MMBtu per day for the periods: (i) October; (ii) November-March; (iii) April; and (iv) May-September.
7. Requested date of commencement of service.
8. Requested term of service.

9. Requested Primary Receipt Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Receipt Point; provided however, that the aggregate maximum daily quantities at such Primary Receipt Points shall not exceed Shipper's MDTQ plus any fuel.
10. Requested Primary Delivery Point(s) by legal description or Transporter's Point of Interest (POI) number and maximum daily quantity requested at each Primary Delivery Point. Such requested Primary Delivery Points shall be in Transporter's Western Division.

A standardized service request form is available on Transporter's Internet website.

Requests for service which do not include all of the above-referenced information shall be deemed null and void; provided, however, that requests for changes provided under Section 8.A or 9.A need only contain the information relevant to the changes requested.

B. Execution of Service Agreement

Shipper shall execute the FTS-WD-3 Service Agreement, in writing or electronically pursuant to the procedures in Section 9.B of the General Terms and Conditions, within fifteen (15) days after receipt, award pursuant to GT&C Section 21 or its availability on Transporter's Internet website, whichever comes first. In the event Shipper does not execute the Service Agreement within fifteen (15) days, Shipper's request for transportation under this Rate Schedule shall be null and void.

C. Additional Information Required:

In addition, Shipper must provide the following information:

1. At the time of Shipper's execution of the Service Agreement, the curtailment classification for the requested transportation in accordance with Section 17.A of the General Terms and Conditions.
2. By execution of the Service Agreement, Shipper certifies that Shipper has, or will have, title to the gas in accordance with the provisions of Section 7 of the General Terms and Conditions, and certifies that Shipper or Shipper's designee, if applicable, has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
3. To the extent that the transportation is performed pursuant to Section 311 of NGPA, then prior to commencement of service, if transportation is on behalf of an intrastate pipeline or local distribution company, Transporter must have certification from the intrastate pipeline or local distribution company that:

- (a) the intrastate pipeline or local distribution company has physical custody of and transports the natural gas at some point, or
- (b) the intrastate pipeline or local distribution company holds title to the natural gas at some point, which may occur prior to, during, or after the time the gas is being transported by Transporter, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or
- (c) the gas is delivered at some point to a customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that local distribution company or intrastate pipeline certifies that it is on its behalf that Transporter is providing transportation service.

- 4. Prior to execution and during the term of the Service Agreement, Shipper shall comply with the creditworthiness provisions of Section 16 of the General Terms and Conditions.

D. Extension of Term

Requests for extension of the term of a Service Agreement are subject to the provisions of Section 20 of the General Terms and Conditions.

4. RATES AND CHARGES

Unless otherwise mutually agreed to by Transporter and Shipper, the applicable rates for service under this Rate Schedule are set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff and are hereby incorporated herein.

For all natural gas service rendered hereunder, Shipper shall pay Transporter each month the sum of the charges listed below if applicable:

Reservation Charge - The Reservation Charge multiplied by the sum of the MDTQ for the billing month. For purposes of computation of the Reservation Charge, service shall commence as of the date specified in Section 2 above. If, on any day, Transporter fails to make available for delivery the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Charge otherwise payable shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily Reservation Charge; provided however, that in the case of a failure to make available for delivery by reason of Transporter's force majeure, only the return on equity and related income tax components of the daily Reservation Charge will be included in the above referenced calculation; provided further, however, that no Reservation Charge reduction shall be

provided for force majeure events that do not occur on Transporter's system (e.g., an event on a Shipper's facilities or a Transporting Pipeline's facilities). In the case of failure to make available for delivery due to Transporter's negligence or willful misconduct, nothing herein shall be construed to limit Shipper's remedies to the Reservation Charge credit provided in this Section.

Usage Charge - The Usage Charge multiplied by the quantity of gas transported to or for the account of Shipper by Transporter during the billing month, as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Fuel Reimbursement Charge - The Fuel Reimbursement Charge, as defined in Section 5 of this Rate Schedule.

Usage Surcharges - The usage surcharges as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff multiplied by the quantity of gas delivered to or for the account of Shipper by Transporter during the billing month as determined in Section 13.1 of the General Terms and Conditions of this tariff.

Reservation Surcharges - The reservation surcharges, as set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff, multiplied by the sum of the MDTQ for the billing month. If on any day, Transporter fails to make available for delivery, by reason other than force majeure, the lesser of the applicable MDTQ or such quantity as Shipper has nominated and Transporter has scheduled, the Reservation Surcharge otherwise payable by Shipper shall be reduced for the month by an amount equal to the quantity not made available for delivery times the number of days that Transporter failed to make such quantity available for delivery times the daily applicable Reservation Surcharge.

Incidental Charges - Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service, unless otherwise mutually agreed. Such charges may include only (i) reporting or filing fees relating to this service, (ii) costs of construction or acquisition of new facilities necessary to render this service, to the extent agreed to by Transporter and Shipper, and (iii) such other applicable charges as may be authorized by the Commission.

Pursuant to the provisions of Sections 15.H and 15.I of the General Terms and Conditions, Transporter may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FTS-WD-3 a Reservation, Usage and/or Fuel Reimbursement Charge which is lower than such charge based on the maximum rates set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 or provided for in Section 5 herein; provided however, that Transporter's discretion shall not be exercised on an unduly discriminatory basis and that such charge may not be less than such charge based on the Minimum Rate set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3.

Transporter shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the total volume transported and any other information as may be required.

5. FUEL REIMBURSEMENT CHARGES

Transporter shall retain a Fuel Reimbursement Charge Percentage pursuant to Section 27 of the General Terms and Conditions. The Fuel Reimbursement Charge Percentage shall be set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3 of this Tariff.

The Fuel Reimbursement Charge shall be the sum of fuel charges by Transporting Pipelines, if applicable, plus the Fuel Reimbursement Charge Percentage listed on the Currently Effective Rates for Rate Schedule FTS-WD-3. Exceptions to the stated rate are: 1) volumes that do not move through a forwardhaul compressor station within the Western Division shall be charged a fuel and lost and unaccounted for gas percentage of 0.00%; 2) gas volumes received and delivered within the Western Division that move through only one forwardhaul compressor station shall be charged the lesser of a) a fuel rate of one-half of one percent (0.50%) plus the lost and unaccounted for gas percentage or b) the stated Fuel Reimbursement Charge Percentage; and 3) where Shipper nominates and Transporter confirms and schedules a Backhaul transaction, such Backhaul transaction shall not be assessed a Fuel Reimbursement Charge or an Effective Unit Fuel Surcharge but shall be assessed the lost and unaccounted for gas percentage.

A Shipper who nominates a Forwardhaul or a Backhaul must nominate the specific Receipt Point and the specific Delivery Point (i.e., path) for each nomination, so that the applicable fuel rate, if any, can be determined.

6. MAXIMUM DAILY TRANSPORTATION QUANTITY

The MDTQ shall be expressed in each Service Agreement under this Rate Schedule. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under each such Service Agreement under this Rate Schedule on any one day. The seasonal MDTQ for October, November through March, April and May through September shall be set forth in the executed Service Agreement for service under this Rate Schedule.

7. MAXIMUM DAILY QUANTITY

The MDQ for any single receipt or delivery point shall be the volume set forth in the executed Service Agreement for service under this Rate Schedule which shall represent the maximum volume that Transporter will make available for delivery at a delivery point or will accept receipt of at a receipt point on any one day; provided however, that in addition to the MDQ for each receipt point set forth on Exhibit A to Shipper's executed Service Agreement, Shipper shall tender additional volumes to be used as Transporter's fuel, based upon the Fuel Reimbursement Charge set forth on the Currently Effective Rates for Rate Schedule FTS-WD-3.

8. RECEIPT POINTS

A. Primary Receipt Point(s)

The term Primary Receipt Point(s) shall mean those Point(s) of Receipt listed in Exhibit A of Shipper's FTS-WD-3 Service Agreement which are assigned an MDQ. Shipper may release capacity from the closest in-line transfer point east of the Primary Receipt Point. Subject to the availability of firm capacity, a Shipper may request changes in Primary Receipt Points under an executed Service Agreement at any time by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such newly requested Primary Receipt Point(s) must be in Transporter's Western Division and must be located west of the Primary Delivery Point(s) in Shipper's FTS-WD-3 Service Agreement.

B. Alternate Receipt Point(s)

The term Alternate Receipt Point(s) shall include Point(s) of Receipt on Transporter's system in the Western Division other than those listed in Exhibit A of Shipper's FTS-WD-3 Service Agreement, including In-Line Transfer Points, except as provided in (A) above, and nominations in excess of the MDQ at a Primary Receipt Point. ~~Such Alternate Receipt Point(s) must be located west of the Primary Delivery Point(s) in Shipper's FTS-WD-3 Service Agreement.~~ A listing of Receipt Points on Transporter's system is set forth on its Internet website.

Shipper may nominate gas at an Alternate Receipt Point(s) subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for receipt at all Primary and Alternate Receipt Points does not exceed the total MDTQ under the FTS-WD-3 Service Agreement and any quantities tendered for Fuel Reimbursement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose. All quantities scheduled up to the MDTQ under the FTS-WD-3 Service Agreement, including those received at an Alternate Receipt Point, and quantities under any Segmented Transactions, shall be billed at the rates for service under this Rate Schedule.

9. DELIVERY POINTS

A. Primary Delivery Point(s)

The term Primary Delivery Point(s) shall mean those delivery points listed on Exhibit B of Shipper's FTS-WD-3 Service Agreement which are assigned an MDQ. Subject to the availability of firm capacity a Shipper may request changes in Primary Delivery Points under an executed Service Agreement by submitting a request pursuant to Section 3 of this Rate Schedule, but which contains only the information relevant to the changes requested. Such newly requested Primary Delivery Point(s) must be located in

Transporter's Western Division and must be located east of the Primary Receipt Point(s) in Shipper's FTS-WD-3 Service Agreement.

B. Alternate Delivery Point(s)

The term Alternate Delivery Point(s) shall mean Point(s) of Delivery in Transporter's Western Division other than those listed on Exhibit B of Shipper's FTS-WD-3 Service Agreement which are not Primary Delivery Point(s) and nominations in excess of the MDQ at a Primary Delivery Point. ~~Such Alternate Delivery Point(s) must be located east of the Primary Receipt Point(s) in Shipper's FTS-WD-3 Service Agreement.~~

Shipper may nominate gas for delivery at an Alternate Delivery Point(s) in Transporter's Western Division subject to the provisions of Section 10 of the General Terms and Conditions, provided that, on any given day, the sum of quantities nominated for delivery at all Primary and Alternate Delivery Points does not exceed the MDTQ under the FTS-WD-3 Service Agreement, except for Segmented Transactions. For nominations under Segmented Transactions, Shipper shall comply with Section 19 of the General Terms and Conditions; provided, however, that Shipper may not utilize points outside the Western Division for any purpose.

All quantities scheduled up to the MDTQ under the FTS-WD-3 Service Agreement, including those delivered at an Alternate Delivery Point(s), and any quantities scheduled as segmented nominations or scheduled under a Segmented Transaction, shall be billed at the rates for service under this rate schedule.

10. RIGHTS UNDER SECTION 4 OF THE NATURAL GAS ACT

Transporter shall have the unilateral right to seek, through a filing under Section 4 of the Natural Gas Act (NGA) with the appropriate regulatory authority, to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-3, and/or (b) Rate Schedule FTS-WD-3 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 applicable to Rate Schedule FTS-WD-3. Transporter agrees that Shipper may protest or contest filings of Transporter, 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.

11. AGGREGATION BY PUBLIC AGENCIES

A. Aggregation

1. Public Agencies may aggregate all or part of their firm capacity under individual FTS-WD-3 Service Agreements into a Joint Action Agency under a single Rate Schedule FTS-WD-3 Service Agreement pursuant to this Section 11.

2. The aggregation of firm entitlements pursuant to this Section 11 shall not affect the aggregating Public Agency's right to receive, nor Transporter's obligation to make available for delivery, quantities at each Public Agency's primary delivery points up to the stated MDQ within each Public Agency's MDTQ.
3. Any Public Agencies desiring to aggregate shall inform Transporter of the following:
 - i) The identity of, including e-mail addresses, mailing address, telephone and telecopier/facsimile numbers for Joint Action Agency representative to be responsible for receiving billings and making payments under the aggregated Service Agreement.
 - ii) Maximum Daily Transportation Quantity (MDTQ) to be aggregated which shall be separately stated for each Service Agreement being aggregated, and further stated for the periods (1) October; (2) November – March; (3) April; and (4) May – September. MDTQs shall also be set forth by Division.
 - iii) The primary delivery point capacity (MDQ) by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.
 - iv) The primary receipt point capacity by season for each Service Agreement in whole or part to be transferred to the aggregated Service Agreement; provided further, that the combined MDQ for the aggregated portion of the Service Agreement and any entitlement remaining on the individual Public Agency's Service Agreement shall not exceed the MDQ existing prior to aggregation.
 - v) The term of the Service Agreement. Unless otherwise agreed, the term of the Service Agreement shall be the underlying term applicable to the MDTQ and MDQ being aggregated. If the aggregating Shippers have differently underlying terms, then such terms shall continue to apply independently to the MDTQ and MDQ being aggregated. Each Public Agency shall also elect either of the following to be applicable to the MDTQ and MDQ it is aggregating: the 10-year rollover provision, or the right of first refusal contained in Section 20 of Transporter's tariff.

The Joint Action Agency must meet Transporter's creditworthiness standards set forth in Section 16 of the General Terms and Conditions.

4. Effective with the effectiveness of this Section 11, a Public Agency may aggregate all or part of its firm capacity with an existing Joint Action Agency sixty (60) days after a positive determination of creditworthiness has been made by Transporter; subject to the information set forth in 11.A3(i)-(v) being provided for the additional aggregated entitlement.

B. Disaggregation

1. Provided a Public Agency meets the creditworthiness standards set forth in Section 16 of the General Terms and Conditions at the time of disaggregation, such Public Agency may disaggregate all or part of its firm capacity from the aggregated Service Agreement.

12. TERMS AND CONDITIONS

The General Terms and Conditions of Transporter's FERC Gas Tariff are hereby made a part of this Rate Schedule.