



## Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

August 30, 2024

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

RE: Florida Gas Transmission Company, LLC  
Docket No. RP24-\_\_\_\_\_  
Non-Conforming Agreement with Negotiated Rates

Dear Ms. Reese:

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, proposed to be effective on September 1, 2024.

### 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 herein an executed copy of the Rate Schedule FTS-1 non-conforming service agreement with Tampa Electric Company (“TECO”), Contract No. 132653. The parties entered into Contract No. 132653 pursuant to a precedent agreement related to the proposed Hillsborough County Project.

Exhibit B of the TECO service agreement contains a non-conforming footnote (footnote “\*\*”) that explains that deliveries made to the designated Points of Delivery are contingent upon TECO’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 TECO 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 include negotiated rates as detailed in the Negotiated Rate Agreement associated with the contracts. The proposed tariff records provide the requisite information for negotiated rates including the name of the shipper, the negotiated rate, the type of service, the receipt and delivery points as well as the term applicable to the negotiated rate and the volume of gas to be transported under each negotiated rate agreement.

This filing contains tariff records titled “Exhibits A, B, C” which will contain Exhibit A, Exhibit B and Exhibit C (if applicable). Exhibit C is used for amendments to the service agreement and is not applicable to an original service agreement. Therefore, there is no Exhibit C within the tariff records herein titled Exhibits A, B, C.

Appendix B attached hereto reflects the marked version of the TECO executed service agreement compared to the Rate Schedule FTS-1 form of service agreement in FGT’s Fifth Revised Volume No. 1 Tariff. Exhibit C is not applicable to the original service agreement, and therefore, Exhibit C is not included in Appendix B. Concurrent with this filing, FGT is submitting a tariff record in FGT’s Fifth

Revised Volume No. 1 Tariff to list the service agreement filed herein on the tariff record "GT&C Section 30. Non-Conforming Agreements".

## IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records submitted herein be accepted effective September 1, 2024, the effective date of the service agreements. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on September 1, 2024.

## CONTENTS OF THE FILING

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

- A transmittal letter with Appendix A in PDF format;
- A clean copy of the proposed tariff records in PDF format;
- A marked version of the proposed tariff changes in PDF format;
- 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; and
- 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. Langston**<sup>1</sup>  
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](mailto:michael.langston@energytransfer.com)

**Dawn G. McGuire**<sup>2</sup>  
Associate General Counsel  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7938  
(713) 989-1289 (Fax)  
[dawn.mcguire@energytransfer.com](mailto:dawn.mcguire@energytransfer.com)

---

<sup>1</sup> 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. Debbie-Anne A. Reese, Acting Secretary  
Federal Energy Regulatory Commission  
August 30, 2024  
Page 3

**Lawrence J. Biediger**<sup>2 2</sup>

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](mailto: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 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

---

<sup>2</sup> 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 September 1, 2024

<u>Version</u>	<u>Description</u>	<u>Title</u>
20.0.0	Part I	Table of Contents
0.0.0	Contract No. 132653	Tampa Electric Company
0.0.0	Contract No. 132653	Exhibits A, B, C
0.0.0	Contract No. 132653	Exhibit D
0.0.0	Contract No. 132653	Negotiated Rate Agreement

PART I  
TABLE OF CONTENTS

Part II Non-Conforming Service Agreements

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

Part III Non-Conforming Agreements with Negotiated Rates

Contract No. 111144	Duke Energy Florida, LLC
Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
Contract No. 120703	Negotiated Rate Agreement
Contract No. 122314	Seminole Electric Cooperative, Inc.
Contract No. 122314	Exhibits A, B, C
Contract No. 122314	Exhibit D
Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
Contract No. 122315	Exhibits A, B, C
Contract No. 122315	Exhibit D
Contract No. 122315	Negotiated Rate Agreement
Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
Contract No. 122316	Exhibit D
Contract No. 122316	Negotiated Rate Agreement
Contract No. 122907	Shell Energy North America (US), L.P.
Contract No. 122907	Exhibits A, B, C
Contract No. 122907	Exhibit D
Contract No. 122907	Negotiated Rate Agreement

Contract No. 123086	PowerSouth Energy Cooperative
Contract No. 123086	Exhibits A, B, C
Contract No. 123086	Exhibit D
Contract No. 123086	Negotiated Rate Agreement
Contract No. 123145	Ascend Performance Materials Inc.
Contract No. 123145	Exhibits A, B, C
Contract No. 123145	Exhibit D
Contract No. 123145	Negotiated Rate Agreement
Contract No. 123157	JERA Energy America LLC
Contract No. 123157	Exhibits A, B, C
Contract No. 123157	Credit Agreement
Contract No. 123157	Negotiated Rate Agreement
Contract No. 125351	Entergy Louisiana, LLC
Contract No. 125351	Exhibits A, B, C
Contract No. 125351	Credit Agreement
Contract No. 125351	Negotiated Rate Agreement
Contract No. 126271	Topaz Generating, LLC
Contract No. 126271	Exhibits A, B, C
Contract No. 126271	Exhibit D
Contract No. 126271	Negotiated Rate Agreement
Contract No. 126272	Topaz Generating, LLC
Contract No. 126272	Exhibits A, B, C
Contract No. 126272	Exhibit D
Contract No. 126272	Negotiated Rate Agreement
Contract No. 127953	Seminole Electric Cooperative, Inc.
Contract No. 127953	Exhibits A, B, C
Contract No. 127953	Exhibit D
Contract No. 127953	Negotiated Rate Agreement
Contract No. 128228	City of Gainesville d/b/a Gainesville Regional Utilities
Contract No. 128228	Exhibits A, B, C
Contract No. 128228	Exhibit D
Contract No. 128228	Negotiated Rate Agreement
Contract No. 128458	Orlando Utilities Commission
Contract No. 128458	Exhibits A, B, C
Contract No. 128458	Exhibit D
Contract No. 128458	Negotiated Rate Agreement

Contract No. 129293	Brotman Generating, LLC
Contract No. 129293	Exhibits A, B, C
Contract No. 129293	Exhibit D
Contract No. 129293	Negotiated Rate Agreement
Contract No. 129294	Brotman Generating, LLC
Contract No. 129294	Exhibits A, B, C
Contract No. 129294	Exhibit D
Contract No. 129294	Negotiated Rate Agreement
Contract No. 129847	Florida Power & Light Company
Contract No. 129847	Exhibits A, B, C
Contract No. 129847	Negotiated Rate Agreement
Contract No. 130067	Brotman II, LLC
Contract No. 130067	Exhibits A, B, C
Contract No. 130067	Exhibit D
Contract No. 130067	Negotiated Rate Agreement
Contract No. 130068	Brotman II, LLC
Contract No. 130068	Exhibits A, B, C
Contract No. 130068	Exhibit D
Contract No. 130068	Negotiated Rate Agreement
Contract No. 132653	Tampa Electric Company
Contract No. 132653	Exhibits A, B, C
Contract No. 132653	Exhibit D
Contract No. 132653	Negotiated Rate Agreement

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on September 1, 2024

(Version 0.0.0, Contract No. 132653) Tampa Electric Company

Option Code "A"



**SERVICE AGREEMENT**  
**Firm Transportation Service - Market Area**  
**Rate Schedule FTS-1**  
**Contract No. 132653**

THIS AGREEMENT entered into this 29<sup>th</sup> day of August, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Tampa Electric Company (herein called "Shipper"),

**WITNESSETH**

WHEREAS, Transporter proposes to modify certain pipeline facilities, including looping starting at approximately Mile Post 4.6 on the Tampa West lateral (the "Hillsborough County Project") and Shipper desires to subscribe certain firm transportation service; and

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 September 1, 2024 and shall continue in effect through August 31, 2027 (the "Primary 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:** Tampa Electric Company  
702 N. Franklin Street  
Tampa, FL 33602  
Attention: John Heisey  
Telephone No. \_\_\_\_\_  
Email: [JCheisey@tecoenergy.com](mailto:JCheisey@tecoenergy.com)  
[JMWeber@tecoenergy.com](mailto:JMWeber@tecoenergy.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, B, D (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.

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

#### **ARTICLE XIV**

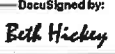
##### **Superseding Prior Service Agreements**

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   
DocuSigned by:  
891FB2BFFC034A6...  
Beth Hickey  

---

(Please type or print name)

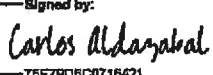
Title EVP - US Gas Pipelines

Date 8.29.2024

DB Initial Initial  


**SHIPPER**

Tampa Electric Company

By   
Signed by:  
75E79D8C0716421...  
Carlos Aldazabal  

---

(Please type or print name)

Title VP Energy Supply

Date 8/28/2024

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on September 1, 2024

(Version 0.0.0, Contract No. 132653) Exhibits A, B, C

Option Code "A"

**EXHIBIT A  
TO  
RATE SCHEDULE FTS-1 SERVICE AGREEMENT  
BETWEEN  
Florida Gas Transmission Company, LLC  
AND  
Tampa Electric Company  
DATED  
09/01/2024  
Contract No. 132653  
Amendment No. 0**

**Effective Date of this Exhibit A: 09/01/2024**

**Date Range: From 09/01/2024 through 08/31/2027**

<u>Point(s) of Receipt</u>			<u>Maximum Daily Quantity (MMBtu)*</u>			
<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>	
<b>Zone 1</b>						
<i>Trunkline Manchester</i>	<b>23059</b>	<b>20000</b>	<b>15000</b>	<b>20000</b>	<b>25000</b>	
<b>Zone 1 Total:</b>		<b>20000</b>	<b>15000</b>	<b>20000</b>	<b>25000</b>	
<b>Zone 2</b>						
<i>Trunkline Vermillion</i>	<b>25405</b>	<b>5000</b>	<b>10000</b>	<b>5000</b>		
<b>Zone 2 Total:</b>		<b>5000</b>	<b>10000</b>	<b>5000</b>		
<b>Total MDTQ:</b>		<b>25000</b>	<b>25000</b>	<b>25000</b>	<b>25000</b>	

**\*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  
Tampa Electric Company  
DATED  
09/01/2024  
Contract No. 132653  
Amendment No. 0**

**Effective Date of this Exhibit B: 09/01/2024**

**Date Range: From 09/01/2024 through 08/31/2027**

<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>	
<b>Zone 3</b>					
<i>GSPL Mobile Bay-FGT Capacity**</i>	78176	25000	25000	25000	0
<i>Destin P/L**</i>	71298	0	0	0	25000
<b>Zone 3 Total:</b>		<b>25000</b>	<b>25000</b>	<b>25000</b>	<b>25000</b>
<b>Total MDTQ:</b>		<b>25000</b>	<b>25000</b>	<b>25000</b>	<b>25000</b>

**\* 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 Destin and Gulf South Mobile Bay (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 September 1, 2024

(Version 0.0.0, Contract No. 132653) Exhibit D

Option Code "A"

DocuSign Envelope ID: 4129239C-EEB6-456D-AA47-791E851E862A

DocuSign Envelope ID: 7AA4141C-899C-4847-849D-DBF9A7C0CE39

**EXHIBIT D  
TO  
RATE SCHEDULE FTS-1 SERVICE AGREEMENT  
BETWEEN  
Florida Gas Transmission Company, LLC  
AND  
Tampa Electric Company  
DATED  
09/01/2024  
Contract No. 132653  
Amendment No. 0**

**CREDIT AGREEMENT**

**Confidential**

Attachment 4

**Creditworthiness**

**FLORIDA GAS TRANSMISSION COMPANY, LLC  
RATE SCHEDULE FTS  
TRANSPORTATION AGREEMENT NO. \_\_\_\_\_  
DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this \_\_\_ day of \_\_\_, 202[ ], (“Credit Agreement”) is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Tampa Electric Company (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning the construction, installation, ownership, and maintenance of certain pipeline facilities, including looping starting at approximately Mile Post 4.6 on the Tampa West lateral and the modification of certain delivery point capacities on various contracts at certain primary points to provide firm natural gas transportation service to Shipper (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a Firm Transportation Service Agreement(s) (the “FTS Agreement”); and

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

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

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such Credit Support (as defined in Section 1(B) below), as set forth under this Credit Agreement:

(A) Shipper shall be deemed “Creditworthy” hereunder as of the execution of the Precedent Agreement, during the term of the Precedent Agreement, and the FTS Agreement *if*:

(i) its long-term senior unsecured debt securities, at such time, are rated at least ‘BBB-’ by Standard & Poor’s Global Ratings or its successor (“S&P”) and rated at least ‘Baa3’ by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (“Debt Ratings”), provided however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Ratings, the S&P Issuer Credit Rating and/or Moody’s

**Confidential**

Long Term Rating will be substituted, and as such, these ratings are included in the defined term, "Debt Ratings". In the event the Debt Ratings issued by S&P and Moody's are assigned at levels that are not equivalent, the lower Debt Rating shall apply to determine whether such entity is Creditworthy.

For the avoidance of doubt, in the event Shipper does not have Debt Rating(s) assigned by S&P or Moody's at the time of execution of the Precedent Agreement or FTS Agreement, but Shipper subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A) above, such Debt Ratings shall serve as original Debt Ratings effective as of the execution of the Precedent Agreement or FTS Agreement.

(B) If Shipper is deemed not Creditworthy at the time of execution of the Credit Agreement or becomes no longer Creditworthy during the term of the Precedent Agreement or FTS Agreement, in either case, pursuant to Section 1(A) above, then Shipper shall thereafter maintain any, at Shipper's option, of the following credit support instruments (Guaranty, cash deposit, Letter of Credit, or cash proceeds thereof, all individually or collectively, known as "Credit Support") as set forth below:

(i) an absolute, irrevocable, unconditional guaranty in the form set forth in Exhibit A ("Guaranty"), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed Creditworthy pursuant to Section 1(A) above (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under the Precedent Agreement and the FTS Agreement, including but not limited to damages, and any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and FTS Agreement. Such Guaranty shall be provided to Transporter within seven (7) business days from the execution date of the Precedent Agreement and Credit Agreement.

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank with minimum Debt Rating(s) of 'A-' as assigned by S&P and 'A3' as assigned by Moody's (together, "Minimum Ratings"), in either case securing the full and faithful performance and payment of Shipper's obligations under the Precedent Agreement and the FTS Agreement in the amounts set forth in this Section 1(B)(ii) and Section 1(B)(iii) below. In either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement. Inasmuch as Shipper [or Shipper's Guarantor] is deemed Creditworthy, pursuant to Section 1(A) as of the date hereof, subject at all times to Section 1(B)(iii) below, Shipper shall not be required to provide Credit Support in the form of cash deposit and/or Letter of Credit upon execution of the Precedent Agreement and Credit Agreement.

(iii) At any time during the term of the Precedent Agreement and the FTS Agreement, in the event the Debt Ratings assigned to Shipper or its Guarantor decline below the Creditworthy standard pursuant to Section 1(A), Shipper shall then be required to provide a Letter of Credit and/or cash deposit in the amount required by Section 1(B)(ii) above. Furthermore, in the event the Debt Ratings assigned to Shipper or its Guarantor continue to decline or be further

**Confidential**

downgraded below the Creditworthy standard, Shipper shall be required to increase its Letter of Credit and/or cash deposit to the amount of the *lesser* of (a) 18 months of reservation charges due from Shipper for the Contract MDQ or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement. Shipper shall provide the Letter of Credit and/or cash deposit in the amount required by this Section 1(B)(iii) within seven (7) business days from the date of Transporter's notice to Shipper.

Additionally, in the event the Shipper or its Guarantor *did not* have Debt Ratings that conformed to the Creditworthy standard pursuant to Section 1(A) at the time of execution of the Precedent Agreement or FTS Agreement; and Shipper had to provide a Letter of Credit and/or cash deposit in the amount required by Section 1(B)(ii) at execution; and there has occurred a further deterioration in the Debt Ratings assigned to Shipper, Guarantor or its parent company, as applicable, since execution of the Precedent Agreement or FTS Agreement, Shipper shall be required to increase its Letter of Credit and/or cash deposit to the amount of the *lesser* of (a) 24 months of reservation charges due from Shipper for the Contract MDQ or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement. Shipper shall provide the Letter of Credit and/or cash deposit required by this Section 1(B)(iii) within seven (7) business days from the date of Transporter's notice to Shipper.

(C) At any time during the term of the Precedent Agreement or the FTS Agreement, if Transporter determines that, as of such time, any bank that issued a Letter of Credit in favor of Transporter no longer conforms to the Minimum Ratings standard, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination). Within seven (7) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter and shall thereafter maintain, Credit Support in the form of a cash deposit and/or Letter of Credit issued by a bank that conforms to the Minimum Ratings standard, in either case, in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable.

(D) For any irrevocable standby Letter of Credit, whether an original or replacement Letter of Credit, that is provided to Transporter, such Letter of Credit shall permit partial draws and shall have an expiry date no earlier than (a) twelve (12) calendar months after issuance thereof and (b) ninety (90) days after the end of the term of the Precedent Agreement and the Primary Term of the FTS Agreement or any extension thereof. With respect to any Letter of Credit, Shipper shall furnish extensions or replacements of such Letter of Credit at least thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS Agreement. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank assigned Minimum Ratings; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, termination or breach of the Precedent Agreement, the FTS Agreement and/or any related agreement under any bankruptcy, insolvency or similar debtor

**Confidential**

relief law now or hereinafter in effect; or (d) the filing of a petition by or against Shipper seeking to adjudicate Shipper as bankrupt or insolvent or otherwise commencing, authorizing, or acquiescing in the commencement of a case under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than seven (7) business days thereafter, provide a replacement Letter of Credit in, or increase an existing Letter of Credit to, the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, and any cash deposit held by Transporter shall be returned to Shipper, , on or before the forty-fifth (45th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

(E) Credit Support in the form of a cash deposit provided pursuant to Section 1(B)(ii) or Section 1(B)(iii) or proceeds from draws under a Letter of Credit may be applied by Transporter against any unpaid invoices due from Shipper, losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the rejection, termination, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law now or hereinafter in effect) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes the cash deposit or Letter of Credit and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately, and in no event later than seven (7) business days thereafter, provide a replacement Letter of Credit or replacement cash deposit in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of any cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(i), Section 1(B)(ii) or Section 1(B)(iii) hereof, but Shipper thereafter satisfies Section 1(A), Shipper's Guaranty, Shipper's Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper's Guarantor, Shipper's bank or to Shipper, as applicable, within thirty (30) days after written demand is received by Transporter; provided, however, that the provisions of Section 1(B) shall again apply should Shipper, its Guarantor or its parent company (as circumstances dictate), fail to conform to the Creditworthy standard pursuant to Section 1(A) at any time thereafter.

(G) Except to the extent of any amounts paid to the Transporter, the use, application or retention of Credit Support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter

**Confidential**

from exercising any other right or remedy provided under the Precedent Agreement, the FTS Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, all notices, requests, demands and other communications hereunder (herein collectively called "Notice") shall be in writing and will be deemed to have been duly given when (a) personally delivered to receiving party's physical address, (b) sent by overnight courier service to receiving party's physical address; or (c) delivered via electronic transmission (email) with a courtesy copy sent by overnight courier service to the receiving party's physical address, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses or, email addresses as a party may designate by notice to the other party); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

Transporter: [Pipeline]  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Credit Risk Management  
Email: [creditrisk@energytransfer.com](mailto:creditrisk@energytransfer.com)

With copy to:  
[Pipeline]  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Office of General Counsel  
Email: [generalcounsel.mailbox@energytransfer.com](mailto:generalcounsel.mailbox@energytransfer.com)

Shipper: [Shipper]  
  
702 N Franklin St  
  
Tampa Fl 33602  
  
Attn: Risk Manager  
  
Email: [contractadmin@tecoenergy.com](mailto:contractadmin@tecoenergy.com)

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



**Confidential**

4. CHOICE OF LAW. THIS CREDIT AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, INCLUDING ANY ACTIONS, SUITS, OR PROCEEDINGS WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES AGREES THAT: (A) THIS PRECEDENT AGREEMENT CONSTITUTES BOTH (I) A QUALIFIED TRANSACTION AS DEFINED BY SECTION 271.001 OF THE TEXAS BUSINESS AND COMMERCE CODE (“TBCC”) AND (II) A MAJOR TRANSACTION AS DEFINED BY SECTION 15.020 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE (“TCPRC”), AND THAT THE TRANSACTION INVOLVES CONSIDERATION WITH AN AGGREGATE VALUE EQUAL TO OR GREATER THAN \$1,000,000; (B) THAT THIS CREDIT AGREEMENT BEARS A REASONABLE RELATION TO THE STATE OF TEXAS UNDER SECTION 271.004 OF THE TBCC; AND (C) THE LAWS OF THE STATE OF TEXAS GOVERN: (I) ALL ISSUES RELATING TO THIS CREDIT AGREEMENT; (II) THE INTERPRETATION AND CONSTRUCTION OF THIS CREDIT AGREEMENT; AND (III) THE VALIDITY OR ENFORCEABILITY OF THIS CREDIT AGREEMENT AS SET FORTH IN SECTIONS 271.005–271.007 OF THE TBCC.

5. JURISDICTION AND VENUE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONFIRMS AND AGREES THAT: (A) IT IS AND SHALL CONTINUE TO BE SUBJECT TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF TEXAS (INCLUDING TBCS); (B) IT WAIVES ANY OBJECTION TO THE PERSONAL JURISDICTION OF THE STATE COURTS OF THE STATE OF TEXAS (INCLUDING TBCS); (C) THE TEXAS BUSINESS COURTS (“TBC(S)”), AS ESTABLISHED BY CHAPTER 24A OF THE TEXAS GOVERNMENT CODE (“TGC”), HAVE SUBJECT MATTER JURISDICTION OVER ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT TO THE GREATEST EXTENT PERMITTED UNDER CHAPTER 24A OF THE TGC; AND (D) IT WAIVES ANY OBJECTION TO THE JURISDICTION OF A TBC OVER ANY CLAIM OR DEMAND BROUGHT IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

A. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE, MANDATORY JURISDICTION AND VENUE OF THE ELEVENTH BUSINESS COURT DIVISION OF THE TBCS (“EBCD”), OR ANY OTHER TBC IF THE EBCD IS UNABLE TO ACCEPT A FILING OF AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT FOR REASONS OF PERMANENT OR TEMPORARY CLOSURE, REFUSAL TO ACCEPT NEW MATTERS, INSUFFICIENT FUNDING, OR ANY OTHER REASON OUTSIDE THE CONTROL OF THE PARTIES (COLLECTIVELY, “COURT UNAVAILABILITY”), FOR ANY AND ALL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT (AND EACH PARTY AGREES NOT TO COMMENCE ANY

**Confidential**

ACTIONS, SUITS, OR PROCEEDINGS RELATING THERETO EXCEPT IN THE EBCD OR OTHER TBC, AS APPLICABLE); (B) WAIVES ANY OBJECTION TO THE LAYING OF JURISDICTION OR VENUE OF ANY SUCH LITIGATION IN THE EBCD OR OTHER TBC, AS APPLICABLE; AND (C) AGREES NOT TO PLEAD OR CLAIM THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

- B. IF (A) NO TBC IS ABLE TO ACCEPT A FILING OF AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT FOR REASONS OF COURT UNAVAILABILITY, OR (B) IF A TBC DETERMINES, IN A FINAL ORDER, THAT THE TBC LACKS SUBJECT MATTER JURISDICTION OVER AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, THEN EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) CONSENTS AND SUBMITS TO THE JURISDICTION AND VENUE OF THE JUDICIAL DISTRICT COURTS OF HARRIS COUNTY, TEXAS (“HARRIS JDC”) OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS LOCATED IN HOUSTON, TEXAS FOR ANY AND ALL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, (II) WAIVES ANY OBJECTION TO THE LAYING OF JURISDICTION OR VENUE OF ANY SUCH ACTION, SUIT, OR PROCEEDING IN A HARRIS JDC; AND (III) AGREES NOT TO PLEAD OR CLAIM THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS CREDIT AGREEMENT.
- C. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY PARTY WHO FILES ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT IN ANY COURT OTHER THAN A COURT OF HARRIS COUNTY IN THE STATE OF TEXAS (INCLUDING TBCS) OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS LOCATED IN HOUSTON, TEXAS SHALL PAY ALL REASONABLE ATTORNEY’S FEES AND COST INCURRED IN OBTAINING A REMOVAL, TRANSFER, STAY, DISMISSAL, INJUNCTION, OR OTHER TERMINATION OR DISCONTINUATION OF SUCH ACTION, SUIT, OR PROCEEDING.
- D. IF A TBC DETERMINES, IN A FINAL ORDER, THAT THE TBC LACKS SUBJECT MATTER JURISDICTION OVER ANY PORTION OR SUBSET OF THE CLAIMS OR DEMANDS AT ISSUE IN ANY ACTION, SUIT, OR PROCEEDING OTHERWISE PROPERLY BEFORE A TBC, THE PARTY

**Confidential**

BRINGING SUCH JURISDICTIONALLY IMPROPER CLAIM OR CLAIMS AGREES TO STAY PROSECUTION OF SUCH CLAIM OR CLAIMS PENDING ENTRY OF FINAL JUDGMENT, AND MANDATE OF ALL APPEALS OF CLAIMS THAT WERE RETAINED BY THE TBC. EACH PARTY HERETO FURTHER AGREES TO ENTER INTO A TOLLING AGREEMENT RELATED TO SUCH JURISDICTIONALLY IMPROPER CLAIM OR CLAIMS.

6. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent Agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new credit agreement in its own name and shall be required to provide Credit Support pursuant to Section 1(B) if Shipper is deemed not Creditworthy pursuant to Section 1(A).

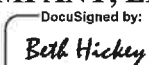
7. Rules and Regulations. This Credit Agreement and the obligations of the Parties hereunder are subject to all applicable laws, rules, orders and regulations of governmental authorities having jurisdiction and, in the event of conflict, such laws, rules, orders and regulations of governmental authorities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

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

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

**TAMPA ELECTRIC COMPANY**

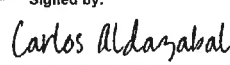
**FLORIDA GAS TRANSMISSION COMPANY, LLC**

By:  Beth Hickey  
891FB2BFFC934A5...

Title: EVP - US Gas Pipelines

Date: 8/28/2024



Signed by:   
75E79D6C0716421...

By: Carlos Aldazabal

Title: VP Energy Supply

Date: 8/23/2024

Signed by:   
D3760CF3ED09496...

By: Archie Collins

Title: President & CEO

Date: 8/23/2024

**Confidential**

**Exhibit A**

**GUARANTY**

THIS GUARANTY is given by \_\_\_\_\_ ("Guarantor") as of \_\_\_\_\_ in favor of **Florida Gas Transmission Company, LLC** ("Pipeline"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Precedent Agreement (defined below).

**RECITAL**

- A. WHEREAS, Pipeline and Tampa Electric Company ("Shipper"), an affiliate of Guarantor, are parties to that certain precedent agreement dated \_\_\_\_\_, ("Precedent Agreement");
- B. WHEREAS, Guarantor desires to induce Pipeline to continue to perform under the Precedent Agreement and/or the Short Term Agreement (defined in the Precedent Agreement) (the Precedent Agreement and Service Agreement are collectively, "Agreement(s)"); and
- C. WHEREAS, Pipeline is willing to continue to perform under the Agreement(s) only if the Guarantor guarantees payment and performance of Shipper's covenants, agreements, obligations, and liabilities under the Agreement(s) as set forth in the Precedent Agreement.

NOW THEREFORE, in consideration of the premises Guarantor agrees as follows:

**AGREEMENT**

1. Guaranty. (A) The Guarantor hereby irrevocably and unconditionally guarantees the payment and performance of any and all present and future covenants, agreements, obligations and liabilities of Shipper to Pipeline pursuant to the Agreement(s), plus Guarantor shall pay all reasonable costs and attorneys' fees and expenses actually incurred by Pipeline in the enforcement or preservation of Pipeline's rights under this Guaranty (collectively, the "Guaranteed Obligations"), subject to the terms and conditions set forth herein. Guarantor agrees, upon any failure by the Shipper to pay any of the Guaranteed Obligations, that it will pay any amounts which Shipper has failed to pay Pipeline within ten (10) days following written demand by Pipeline. The Guarantor agrees that Pipeline may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not Pipeline shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. This Guaranty shall constitute a guarantee of payment and not merely of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to Section 1 hereof have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-

**Confidential**

off, fraudulent conveyance or must otherwise be returned or disgorged by Beneficiary upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of Shipper in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of Shipper;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by Shipper and Pipeline;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of Shipper or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Shipper or its assets, or the Guarantor;

(E) the existence of any claim, set-off or other rights which the Guarantor may have at any time against Pipeline, Shipper, or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(F) the invalidity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or any provision of applicable law or regulation purporting to prohibit payment by Shipper of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations;

(G) any other act or omission to act or delay of any kind by Pipeline which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantors' obligations hereunder.

3. Term.

This Guaranty shall remain in full force and effect until the earlier of the date that (i) all payment obligations under this Precedent Agreement and the Short Term Agreement have been satisfied in full, or (ii) Shipper becomes Creditworthy pursuant to Section 7 of the Precedent Agreement.

**Confidential**

4. Waiver by Guarantor. Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, any right of subrogation to Shipper's rights against Pipeline under the Agreement(s) or otherwise, and any requirement that at any time any person exhaust any right to take any action against Shipper or their assets or any other Guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Pipeline against Shipper with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been indefeasibly paid in full and Pipeline agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by Shipper under the Agreement(s) is stayed upon the insolvency, bankruptcy or reorganization of Shipper, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement(s) shall nonetheless be payable by the Guarantor hereunder on written demand by the Pipeline.

7. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and Pipeline and its successors and assigns. No party may assign its rights and obligations hereunder without the prior written consent of the other parties, and any such purported assignment without such written consent shall be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Pipeline.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Guarantor's liability hereunder shall be, and is specifically limited to, payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, or punitive damages, except to the extent specifically provided in the Agreement(s) to be due from Shipper.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

**Confidential**

(B) The execution, delivery and performance of the Guaranty has been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. **RESERVATION OF CERTAIN DEFENSES.** Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Shipper is entitled arising from or out of the Agreement(s), except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Shipper or any other defense expressly waived hereunder.

13. **Notices.** All notices or communications to the other party shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

Pipeline:

Guarantor:

14. **Choice of law.** THIS GUARANTY AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS GUARANTY, INCLUDING ANY ACTIONS, SUITS, OR PROCEEDINGS WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES AGREES THAT: (A) THIS GUARANTY CONSTITUTES BOTH (I) A QUALIFIED TRANSACTION AS DEFINED BY SECTION 271.001 OF THE TEXAS BUSINESS AND COMMERCE CODE ("TBCC") AND (II) A MAJOR TRANSACTION AS DEFINED BY SECTION 15.020 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE ("TCPRC"), AND THAT THE TRANSACTION INVOLVES CONSIDERATION WITH AN AGGREGATE VALUE EQUAL TO OR GREATER THAN \$1,000,000; (B) THAT THIS GUARANTY BEARS A REASONABLE RELATION TO THE STATE OF TEXAS UNDER SECTION 271.004 OF THE TBCC; AND (C) THE LAWS OF THE STATE OF TEXAS GOVERN: (I) ALL ISSUES RELATING TO THIS GUARANTY; (II) THE INTERPRETATION AND CONSTRUCTION OF THIS GUARANTY; AND (III) THE VALIDITY OR

**Confidential**

**ENFORCEABILITY OF THIS GUARANTY AS SET FORTH IN SECTIONS 271.005–271.007 OF THE TBCC.**

15. **Jurisdiction and Venue.** Each of the Parties irrevocably and unconditionally confirms and agrees that: (a) it is and shall continue to be subject to the jurisdiction of the state courts of the State of Texas (including TBCs); (b) it waives any objection to the personal jurisdiction of the state courts of the State of Texas (including TBCs); (c) the Texas Business Courts (“TBC(s)”), as established by Chapter 24A of the Texas Government Code (“TGC”), have subject matter jurisdiction over any action, suit, or proceeding arising out of or relating to this Guaranty to the greatest extent permitted under Chapter 24A of the TGC; and (d) it waives any objection to the jurisdiction of a TBC over any claim or demand brought in any action, suit, or proceeding arising out of or relating to this Guaranty.

- a. Each Party hereby irrevocably and unconditionally: (a) consents and submits to the exclusive, mandatory jurisdiction and venue of the Eleventh Business Court Division of the TBCs (“EBCD”), or any other TBC if the EBCD is unable to accept a filing of an action, suit, or proceeding arising out of or relating to this Precedent Agreement for reasons of permanent or temporary closure, refusal to accept new matters, insufficient funding, or any other reason outside the control of the Parties (collectively, “Court Unavailability”), for any and all actions, suits or proceedings arising out of or relating to this Guaranty (and each Party agrees not to commence any actions, suits, or proceedings relating thereto except in the EBCD or other TBC, as applicable); (b) waives any objection to the laying of jurisdiction or venue of any such litigation in the EBCD or other TBC, as applicable; and (c) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.
  
- b. If (a) no TBC is able to accept a filing of an action, suit, or proceeding arising out of or relating to this Guaranty for reasons of Court Unavailability, or (b) if a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over an action, suit, or proceeding arising out of or relating to this Guaranty then each Party hereby irrevocably and unconditionally: (i) consents and submits to the jurisdiction and venue of the Judicial District Courts of Harris County, Texas (“Harris JDC”) or in the United States District Court for the Southern District of Texas located in Houston, Texas for any and all actions, suits or proceedings arising out of or relating to this Guaranty, (ii) waives any objection to the laying of jurisdiction or venue of any such action, suit, or proceeding in a Harris JDC; and (iii) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum. **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR**



**Confidential**

INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS GUARANTY.

- c. The Parties acknowledge and agree that any Party who files any action, suit, or proceeding arising out of or relating to this Guaranty in any court other than a court of Harris County in the State of Texas (including TBCs) or in the United States District Court for the Southern District of Texas located in Houston, Texas shall pay all reasonable attorney's fees and cost incurred in obtaining a removal, transfer, stay, dismissal, injunction, or other termination or discontinuation of such action, suit, or proceeding.
- d. If a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over any portion or subset of the claims or demands at issue in any action, suit, or proceeding otherwise properly before a TBC, the Party bringing such jurisdictionally improper claim or claims agrees to stay prosecution of such claim or claims pending entry of final judgment, and mandate of all appeals of claims that were retained by the TBC. Each Party hereto further agrees to enter into a tolling agreement related to such jurisdictionally improper claim or claims.

16. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Pipeline.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

Exhibit B

STANDBY LETTER OF CREDIT FORMAT

BENEFICIARY: Florida Gas Transmission Company, LLC

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

APPLICANT \_\_\_\_\_

AMOUNT: U.S. DOLLARS \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

THIS STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ (THIS "LETTER OF CREDIT") IS ISSUED IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY, LLC ("BENEFICIARY") AT THE REQUEST OF AND FOR THE ACCOUNT OF \_\_\_\_\_ ("APPLICANT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT BY PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A COPY OF THIS LETTER OF CREDIT AND A COPY OF ALL AMENDMENTS HERETO, IF ANY; AND
2. A SIGHT DRAFT DRAWN ON US MARKED: "DRAWN UNDER \_\_\_\_\_, STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED" AND
3. A COPY OF THE COMMERCIAL INVOICE(S) MARKED "UNPAID," AND
4. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING THE COMMERCIAL INVOICES(S) AND SUPPORTING DOCUMENT(S) HAVE BEEN PRESENTED TO ["Name of Applicant"] STATING "PAYMENT IS DUE AND APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED";

OR, IN LIEU OF 3 AND 4 ABOVE:

5. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING

**Confidential**

THE BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF \$ \_\_\_\_\_ BECAUSE THE TERM OF THIS LETTER OF CREDIT WILL EXPIRE WITHIN TWENTY (20) BUSINESS DAYS OF THE DATE OF THIS CERTIFICATE AND “ \_\_\_\_\_ ” HAS FAILED TO DELIVER A SATISFACTORY REPLACEMENT LETTER OF CREDIT AND SECURITY IS STILL REQUIRED.

THIS LETTER OF CREDIT IS VALID UNTIL \_\_\_\_\_

**SPECIAL CONDITIONS:**

1. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; HOWEVER THE AGGREGATE AMOUNT OF DRAWINGS SHALL NOT EXCEED THE STATED AMOUNT.
2. INVOICES IN EXCESS OF DRAWING ARE PERMITTED
3. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS WE PROVIDE YOU WITH WRITTEN NOTICE BY REGISTERED MAIL OR BY COURIER OF OUR ELECTION NOT TO EXTEND THIS LETTER OF CREDIT AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRY DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF THE BANK'S UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES.

IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AT OR BEFORE 10:00 AM NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE SAME BUSINESS DAY. IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AFTER 10:00 AM, NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE NEXT SUCCEEDING BUSINESS DAY. AS USED HEREIN, BUSINESS DAY SHALL MEAN A DAY IN WHICH COMMERCIAL BANKS IN NEW YORK ARE OPEN FOR BUSINESS AND ARE NOT AUTHORIZED OR REQUIRED TO BE CLOSED.

IN ADDITION, PRESENTATION OF SUCH DRAFT AND CERTIFICATE MAY ALSO BE MADE BY FAX TRANSMISSION TO FAX NO. XXX-XXX-XXXX OR SUCH OTHER FAX NUMBER IDENTIFIED BY BANK IN A WRITTEN NOTICE TO YOU. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, YOU MUST (1) PROVIDE TELEPHONE NOTIFICATION THEREOF TO BANK (PHONE NO. XXX- XXX-XXXX)

**Confidential**

PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION AND (II) SEND THE ORIGINAL OF SUCH DRAFT AND STATEMENT TO BANK BY OVERNIGHT COURIER, AT THE SAME TIME TO THE ADDRESS PROVIDED ABOVE FOR PRESENTATION OF DOCUMENTS, PROVIDED HOWEVER, THAT BANK'S RECEIPT OF SUCH TELEPHONE NOTICE OR ORIGINAL DOCUMENTS SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER.

WE HEREBY ENGAGE WITH AND AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS OF THE CREDIT WILL BE DULY HONORED ON PRESENTATION AT OUR OFFICE ON OR BEFORE THE EXPIRATION DATE (OR ANY APPLICABLE EXTENDED EXPIRATION DATE).

THIS LETTER OF CREDIT IS SUBJECT TO INTERNATIONAL STANDBY PRACTICES (ISP98). THIS LETTER OF CREDIT SHALL BE DEEMED TO BE MADE UNDER THE LAWS OF THE STATE OF NEW YORK, INCLUDING ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CHOICE OF LAW PROVISIONS OR CONFLICT OF LAW PRINCIPLES WHICH WOULD REQUIRE REFERENCE TO THE LAWS OF ANY OTHER JURISDICTION.

#### **GUARANTY**

THIS GUARANTY is given by \_\_\_\_\_ ("Guarantor") as of \_\_\_\_\_ in favor of **Florida Gas Transmission Company, LLC** ("Pipeline"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Precedent Agreement (defined below).

#### **RECITAL**

- A. WHEREAS, Pipeline and \_\_\_\_\_ ("Shipper"), an affiliate of Guarantor, are parties to that certain precedent agreement dated \_\_\_\_\_, ("Precedent Agreement");
- B. WHEREAS, Guarantor desires to induce Pipeline to continue to perform under the Precedent Agreement and/or the Short Term Agreement (defined in the Precedent Agreement) (the Precedent Agreement and Service Agreement are collectively, "Agreement(s)"); and
- C. WHEREAS, Pipeline is willing to continue to perform under the Agreement(s) only if the Guarantor guarantees payment and performance of Shipper's covenants, agreements, obligations, and liabilities under the Agreement(s) as set forth in the Precedent Agreement.

NOW THEREFORE, in consideration of the premises Guarantor agrees as follows:

**AGREEMENT**

1. Guaranty. (A) The Guarantor hereby irrevocably and unconditionally guarantees the payment and performance of any and all present and future covenants, agreements, obligations and liabilities of Shipper to Pipeline pursuant to the Agreement(s), (collectively, the "Guaranteed Obligations"), subject to the terms and conditions set forth herein. Guarantor agrees, upon any failure by the Shipper to pay any of the Guaranteed Obligations, that it will pay any amounts which Shipper has failed to pay Pipeline within ten (10) days following written demand by Pipeline. The Guarantor agrees that Pipeline may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not Pipeline shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations.

(B) Notwithstanding anything to the contrary herein, Guarantor's liability under this Guaranty in connection with the Guaranteed Obligations shall be limited to 12 months of reservation charges under the Short Term Agreement.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of Shipper;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by Shipper and Pipeline;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of Shipper or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Shipper or its assets, or the Guarantor;

(E) the existence of any claim, set-off or other rights which the Guarantor may have at any time against Pipeline, Shipper, or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(F) the invalidity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or

**Confidential**

any provision of applicable law or regulation purporting to prohibit payment by Shipper of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations;

(G) any other act or omission to act or delay of any kind by Pipeline which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantors' obligations hereunder.

3. Term.

This Guaranty shall remain in full force and effect until the earlier of the date that (i) all payment obligations under this Precedent Agreement and the Short Term Agreement have been satisfied in full, or (ii) Shipper becomes Creditworthy pursuant to Section 7 of the Precedent Agreement.

4. Waiver by Guarantor. Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, any right of subrogation to Shipper's rights against Pipeline under the Agreement(s) or otherwise, and any requirement that at any time any person exhaust any right to take any action against Shipper or their assets or any other Guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Pipeline against Shipper with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Pipeline agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by Shipper under the Agreement(s) is stayed upon the insolvency, bankruptcy or reorganization of Shipper, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement(s) shall nonetheless be payable by the Guarantor hereunder on written demand by the Pipeline.

7. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and Pipeline and its successors and assigns. No party may assign its rights and obligations hereunder without the prior written consent of the other parties, and any such purported assignment without such written consent shall be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Pipeline.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

**Confidential**

10. **Limitation.** Guarantor's liability hereunder shall be, and is specifically limited to, payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, or punitive damages, except to the extent specifically provided in the Agreement(s) to be due from Shipper.

11. **Representations and Warranties.**

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty has been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. **RESERVATION OF CERTAIN DEFENSES.** Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Shipper is entitled arising from or out of the Agreement(s), except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Shipper or any other defense expressly waived hereunder.

13. **Notices.** All notices or communications to the other party shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

Pipeline:

Guarantor:

14. **GOVERNING LAW AND JURISDICTION.** THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE OR CONFLICT OF LAW PRINCIPLES THEREOF.

***Confidential***

15. **Third Party Beneficiaries.** This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Pipeline.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.



Attachment 5

STANDBY LETTER OF CREDIT FORMAT

BENEFICIARY: Florida Gas Transmission Company, LLC

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

APPLICANT \_\_\_\_\_

AMOUNT: U.S. DOLLARS \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

THIS STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ (THIS "LETTER OF CREDIT") IS ISSUED IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY, LLC ("BENEFICIARY") AT THE REQUEST OF AND FOR THE ACCOUNT OF \_\_\_\_\_ ("APPLICANT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT BY PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A COPY OF THIS LETTER OF CREDIT AND A COPY OF ALL AMENDMENTS HERETO, IF ANY; AND
2. A SIGHT DRAFT DRAWN ON US MARKED: "DRAWN UNDER \_\_\_\_\_, STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED" AND
3. A COPY OF THE COMMERCIAL INVOICE(S) MARKED "UNPAID," AND
4. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING THE COMMERCIAL INVOICES(S) AND SUPPORTING DOCUMENT(S) HAVE BEEN PRESENTED TO ["Name of Applicant"] STATING "PAYMENT IS DUE AND APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED";

OR, IN LIEU OF 3 AND 4 ABOVE:

5. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING

**Confidential**

THE BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF \$ \_\_\_\_\_ BECAUSE THE TERM OF THIS LETTER OF CREDIT WILL EXPIRE WITHIN TWENTY (20) BUSINESS DAYS OF THE DATE OF THIS CERTIFICATE AND “ \_\_\_\_\_ ” HAS FAILED TO DELIVER A SATISFACTORY REPLACEMENT LETTER OF CREDIT AND SECURITY IS STILL REQUIRED.

THIS LETTER OF CREDIT IS VALID UNTIL \_\_\_\_\_

**SPECIAL CONDITIONS:**

1. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; HOWEVER THE AGGREGATE AMOUNT OF DRAWINGS SHALL NOT EXCEED THE STATED AMOUNT.
2. INVOICES IN EXCESS OF DRAWING ARE PERMITTED
3. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS WE PROVIDE YOU WITH WRITTEN NOTICE BY REGISTERED MAIL OR BY COURIER OF OUR ELECTION NOT TO EXTEND THIS LETTER OF CREDIT AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRY DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF THE BANK'S UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES.

IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AT OR BEFORE 10:00 AM NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE SAME BUSINESS DAY. IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AFTER 10:00 AM, NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE NEXT SUCCEEDING BUSINESS DAY. AS USED HEREIN, BUSINESS DAY SHALL MEAN A DAY IN WHICH COMMERCIAL BANKS IN NEW YORK ARE OPEN FOR BUSINESS AND ARE NOT AUTHORIZED OR REQUIRED TO BE CLOSED.

IN ADDITION, PRESENTATION OF SUCH DRAFT AND CERTIFICATE MAY ALSO BE MADE BY FAX TRANSMISSION TO FAX NO. XXX-XXX-XXXX OR SUCH OTHER FAX NUMBER IDENTIFIED BY BANK IN A WRITTEN NOTICE TO YOU. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, YOU MUST (1) PROVIDE TELEPHONE NOTIFICATION THEREOF TO BANK (PHONE NO. XXX- XXX-XXXX)

**Confidential**

PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION AND (II) SEND THE ORIGINAL OF SUCH DRAFT AND STATEMENT TO BANK BY OVERNIGHT COURIER, AT THE SAME TIME TO THE ADDRESS PROVIDED ABOVE FOR PRESENTATION OF DOCUMENTS, PROVIDED HOWEVER, THAT BANK'S RECEIPT OF SUCH TELEPHONE NOTICE OR ORIGINAL DOCUMENTS SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER.

WE HEREBY ENGAGE WITH AND AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS OF THE CREDIT WILL BE DULY HONORED ON PRESENTATION AT OUR OFFICE ON OR BEFORE THE EXPIRATION DATE (OR ANY APPLICABLE EXTENDED EXPIRATION DATE).

THIS LETTER OF CREDIT IS SUBJECT TO INTERNATIONAL STANDBY PRACTICES (ISP98). THIS LETTER OF CREDIT SHALL BE DEEMED TO BE MADE UNDER THE LAWS OF THE STATE OF NEW YORK, INCLUDING ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CHOICE OF LAW PROVISIONS OR CONFLICT OF LAW PRINCIPLES WHICH WOULD REQUIRE REFERENCE TO THE LAWS OF ANY OTHER JURISDICTION.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on September 1, 2024

(Version 0.0.0, Contract No. 132653) Negotiated Rate Agreement

Option Code "A"



**Florida Gas Transmission Company**

An Energy Transfer/Kinder Morgan Affiliate

August 27, 2024

Tampa Electric Company  
Mr. John C. Heisey  
702 N. Franklin Street  
Tampa, FL 33602

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 132653

Dear Mr. Heisey:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 29<sup>th</sup> day of August, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Tampa Electric Company (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated August 27, 2024 (“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 term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.815 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.
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: DocuSigned by:  
*Beth Hickey* DS  
*DM* Initial  
*MB*

Name: Beth Hickey

Title: EVP - US Gas Pipelines Initial  
*JD*

ACCEPTED AND AGREED TO:

This 29 day of August, 2024

Tampa Electric Company

By: Signed by:  
*Carlos Aldazabal* 8/28/2024

Name: Carlos Aldazabal

Title: VP Energy Supply

MARKED VERSION



PART I  
TABLE OF CONTENTS

Part II Non-Conforming Service Agreements

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

Part III Non-Conforming Agreements with Negotiated Rates

Contract No. 111144	Duke Energy Florida, LLC
Contract No. 111144	Name Change
Contract No. 111144	Negotiated Rate Agreement
Contract No. 111145	Florida Power & Light Company
Contract No. 111145	Negotiated Rate Agreement
Contract No. 120703	Florida Public Utilities Company
Contract No. 120703	Exhibits A, B, C
Contract No. 120703	Credit Agreement
Contract No. 120703	Negotiated Rate Agreement
Contract No. 122314	Seminole Electric Cooperative, Inc.
Contract No. 122314	Exhibits A, B, C
Contract No. 122314	Exhibit D
Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
Contract No. 122315	Exhibits A, B, C
Contract No. 122315	Exhibit D
Contract No. 122315	Negotiated Rate Agreement
Contract No. 122316	Seminole Electric Cooperative, Inc.
Contract No. 122316	Exhibits A, B, C
Contract No. 122316	Exhibit D
Contract No. 122316	Negotiated Rate Agreement
Contract No. 122907	Shell Energy North America (US), L.P.
Contract No. 122907	Exhibits A, B, C
Contract No. 122907	Exhibit D
Contract No. 122907	Negotiated Rate Agreement

Contract No. 123086	PowerSouth Energy Cooperative
Contract No. 123086	Exhibits A, B, C
Contract No. 123086	Exhibit D
Contract No. 123086	Negotiated Rate Agreement
Contract No. 123145	Ascend Performance Materials Inc.
Contract No. 123145	Exhibits A, B, C
Contract No. 123145	Exhibit D
Contract No. 123145	Negotiated Rate Agreement
Contract No. 123157	JERA Energy America LLC
Contract No. 123157	Exhibits A, B, C
Contract No. 123157	Credit Agreement
Contract No. 123157	Negotiated Rate Agreement
Contract No. 125351	Entergy Louisiana, LLC
Contract No. 125351	Exhibits A, B, C
Contract No. 125351	Credit Agreement
Contract No. 125351	Negotiated Rate Agreement
Contract No. 126271	Topaz Generating, LLC
Contract No. 126271	Exhibits A, B, C
Contract No. 126271	Exhibit D
Contract No. 126271	Negotiated Rate Agreement
Contract No. 126272	Topaz Generating, LLC
Contract No. 126272	Exhibits A, B, C
Contract No. 126272	Exhibit D
Contract No. 126272	Negotiated Rate Agreement
Contract No. 127953	Seminole Electric Cooperative, Inc.
Contract No. 127953	Exhibits A, B, C
Contract No. 127953	Exhibit D
Contract No. 127953	Negotiated Rate Agreement
Contract No. 128228	City of Gainesville d/b/a Gainesville Regional Utilities
Contract No. 128228	Exhibits A, B, C
Contract No. 128228	Exhibit D
Contract No. 128228	Negotiated Rate Agreement
Contract No. 128458	Orlando Utilities Commission
Contract No. 128458	Exhibits A, B, C
Contract No. 128458	Exhibit D
Contract No. 128458	Negotiated Rate Agreement

Contract No. 129293	Brotman Generating, LLC
Contract No. 129293	Exhibits A, B, C
Contract No. 129293	Exhibit D
Contract No. 129293	Negotiated Rate Agreement
Contract No. 129294	Brotman Generating, LLC
Contract No. 129294	Exhibits A, B, C
Contract No. 129294	Exhibit D
Contract No. 129294	Negotiated Rate Agreement
Contract No. 129847	Florida Power & Light Company
Contract No. 129847	Exhibits A, B, C
Contract No. 129847	Negotiated Rate Agreement
Contract No. 130067	Brotman II, LLC
Contract No. 130067	Exhibits A, B, C
Contract No. 130067	Exhibit D
Contract No. 130067	Negotiated Rate Agreement
Contract No. 130068	Brotman II, LLC
Contract No. 130068	Exhibits A, B, C
Contract No. 130068	Exhibit D
Contract No. 130068	Negotiated Rate Agreement
<u>Contract No. 132653</u>	<u>Tampa Electric Company</u>
<u>Contract No. 132653</u>	<u>Exhibits A, B, C</u>
<u>Contract No. 132653</u>	<u>Exhibit D</u>
<u>Contract No. 132653</u>	<u>Negotiated Rate Agreement</u>

Executed Service Agreements

Compared to Rate Schedule FTS-1 Form of Service Agreement  
In Florida Gas Transmission Company, LLC's  
Fifth Revised Volume No. 1 Tariff

Tampa Electric Company  
(Contract No. 132653)

~~[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]~~

~~[FORM OF]~~ SERVICE AGREEMENT  
Firm Transportation Service - Market Area  
Rate Schedule FTS-1  
Contract No. 132653

THIS AGREEMENT entered into this 29th day of August, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Tampa Electric Company (herein called "Shipper"),

~~[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:~~

~~THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and \_\_\_\_\_, as agent, for \_\_\_\_\_ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]~~

WITNESSETH

~~[Insert applicable WHEREAS clauses for background and informational purposes—not to include binding consideration]~~

~~WHEREAS, Transporter proposes to modify certain pipeline facilities, including looping starting at approximately Mile Post 4.6 on the Tampa West lateral (the "Hillsborough County Project") and Shipper desires to subscribe certain firm transportation service; and~~

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 September 1, 2024 and shall continue in effect through August 31, 2027 (the "Primary Term"). ~~[include end date of primary term and any applicable rollover or Right of First Refusal details]~~.

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: [Tampa Electric Company](#)  
[702 N. Franklin Street](#)  
[Tampa, FL 33602](#)  
Attention: [John Heisey](#) \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
\_\_\_\_\_ [Fax No.](#) \_\_\_\_\_  
\_\_\_\_\_ [Email: JCheisey@tecoenergy.com](#)  
\_\_\_\_\_ [JMWeber@tecoenergy.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

~~[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]~~

~~\_\_\_\_\_10.1\_\_\_\_\_Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.~~

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

~~[Include the language below in Article XII of this Agreement only in the event that this Agreement applies to Shippers with a Historic Rate Schedule FTS-2 Service Agreement. Otherwise Article XII shall read in its entirety as follows: "Article XII – Not Applicable".]~~

~~\_\_\_\_\_12.1\_\_\_\_\_ [Include Section 12.1 in this Agreement only if a fuel cap is agreed to. Otherwise Section 12.1 shall read in its entirety as follows: "12.1 – Not Applicable".]~~

~~\_\_\_\_\_Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed \_\_\_\_\_%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area.~~

~~[The language regarding a rate cap provision and prohibition on Market Area fuel design changes contained in paragraphs 4.3 and 4.4 of previous Version No. 6 of the Form of Service Agreement in~~

~~Transporter's FERC Gas Tariff, continues to apply to Historic Rate Schedule FTS-2 Service Agreements that are in effect as of August 1, 2015.]~~

~~———— Shipper may also assign its rights under Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.~~

~~12.2 — For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.~~

~~12.3 — Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Transporter's FERC Gas Tariff, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty five (185) consecutive days of any three hundred sixty five (365) day period.~~

~~12.4 — Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.~~

~~\_\_\_\_\_ 12.5 [Include Section 12.5 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 12.5 shall read in its entirety as follows: "12.5 – Not Applicable".]~~

~~\_\_\_\_\_ In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder shall be delivered to Shipper at \_\_\_\_\_ at a minimum pressure of \_\_\_\_\_ (\_\_\_\_) psig.~~

~~\_\_\_\_\_ 12.6 [Any of the following sections may be included in Article XIII of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "12.6 – Not Applicable". If all sections below are inapplicable, then Section 12.6 shall read in its entirety as follows: "Section 12.6 – Not Applicable".]~~

~~A. Prior to Transporter's execution of this Agreement, Shipper must demonstrate \_\_\_\_\_ creditworthiness satisfactory to Transporter. In the event Shipper fails to \_\_\_\_\_ establish creditworthiness within fifteen (15) days of Transporter's notice, \_\_\_\_\_ Transporter shall not execute this Agreement and this Agreement shall not \_\_\_\_\_ become effective.~~

~~B. If service requires the construction of facilities, service pursuant to this \_\_\_\_\_ Agreement is expressly subject to the following conditions:~~

~~\_\_\_\_\_ (1) (a) The issuance, and acceptance by Transporter, of all necessary \_\_\_\_\_ authorizations from the FERC pursuant to the Natural Gas Act \_\_\_\_\_ or Natural Gas Policy Act permitting Transporter to construct, \_\_\_\_\_ own and operate the Facilities and to effectuate the proposed \_\_\_\_\_ service hereunder. All such authorizations shall be in form and \_\_\_\_\_ substance satisfactory to Transporter, and shall be final before \_\_\_\_\_ the respective governmental authority and no longer subject to \_\_\_\_\_ appeal or rehearing; provided, however, that Transporter may \_\_\_\_\_ waive the condition that such authority be final and/or no \_\_\_\_\_ longer subject to appeal or rehearing.~~

~~\_\_\_\_\_ (b) Shipper shall have the right to terminate this Agreement in the \_\_\_\_\_ event that it determines, in good faith, that a condition in the \_\_\_\_\_ FERC authorization materially adversely affects its business and \_\_\_\_\_ operations. If Shipper elects to terminate under this provision, \_\_\_\_\_ it will notify Transporter in writing within fifteen (15) days of \_\_\_\_\_ the issuance of such authorization.~~

~~\_\_\_\_\_ (2) This Agreement is subject to approval of the board of directors of \_\_\_\_\_ Transporter and receipt and acceptance by Transporter of all other \_\_\_\_\_ approvals required to construct the Facilities, including all necessary \_\_\_\_\_ authorizations from federal, state, local, and/or municipal agencies or~~

~~\_\_\_\_\_ other governmental authorities. All such approvals shall be in form  
\_\_\_\_\_ and substance satisfactory to Transporter, and shall be final before the  
\_\_\_\_\_ respective governmental authority and no longer subject to appeal or  
\_\_\_\_\_ rehearing; provided, however, that Transporter may waive the  
\_\_\_\_\_ condition that such authority be final and/or no longer subject to  
\_\_\_\_\_ appeal or rehearing.~~

~~\_\_\_\_\_ (3) \_\_\_\_\_ The receipt of executed firm transportation service agreements  
\_\_\_\_\_ sufficient to economically justify construction of the Facilities, if required, in  
\_\_\_\_\_ Transporter's sole opinion.~~

~~\_\_\_\_\_ (4) \_\_\_\_\_ So long as rates are designed on an incremental basis, Shipper agrees to  
\_\_\_\_\_ support the rate methodology underlying the existing rates for the Facilities  
\_\_\_\_\_ and service rendered under this Agreement, in any proceeding before the FERC  
\_\_\_\_\_ during the term of this Agreement.~~

~~\_\_\_\_\_ (5) \_\_\_\_\_ Receipt by Transporter of all necessary right-of-way easements or permits in  
\_\_\_\_\_ form and substance acceptable to Transporter; and~~

~~\_\_\_\_\_ (6) \_\_\_\_\_ Transporter obtaining financing to construct the Facilities, in a form and under  
\_\_\_\_\_ terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees  
\_\_\_\_\_ to provide reasonable cooperation in Transporter's effort to obtain financing.~~

~~\_\_\_\_\_ (7) \_\_\_\_\_ The issuance and acceptance by Shipper, of all necessary federal, state or local  
\_\_\_\_\_ authorizations, if any, required for Shipper to construct, own, and operate any  
\_\_\_\_\_ necessary facilities; provided however, that Shipper must notify Transporter by  
\_\_\_\_\_ \_\_\_\_\_ of any necessary authorizations lacking, otherwise this condition shall be  
\_\_\_\_\_ deemed waived by Shipper.~~

~~\_\_\_\_\_ C. \_\_\_\_\_ Subject to the other provisions of this Article XI, Transporter agrees to make all  
\_\_\_\_\_ reasonable efforts to obtain the necessary authorizations, financing commitments and  
\_\_\_\_\_ all other approvals necessary to effectuate service under this Agreement. Shipper  
\_\_\_\_\_ agrees to exercise good faith in the performance of this Agreement by supporting  
\_\_\_\_\_ Transporter's efforts to obtain all necessary authorizations, financing and other  
\_\_\_\_\_ approvals necessary to effectuate service under this Agreement.~~

~~\_\_\_\_\_ D. \_\_\_\_\_ Notwithstanding any other provision herein, at any time prior to Transporter's  
\_\_\_\_\_ acceptance of all authorizations necessary to construct the Facilities, Transporter  
\_\_\_\_\_ retains the right to terminate this Agreement, and to withdraw any requests or  
\_\_\_\_\_ applications for regulatory approvals.~~

~~\_\_\_\_\_ E. \_\_\_\_\_ Shipper may elect to construct, own and operate the meter and regulation equipment  
\_\_\_\_\_ and any heaters or gas conditioning facilities desired at the delivery point. If Shipper  
\_\_\_\_\_ elects to construct facilities: Transporter will design and provide bid and/or  
\_\_\_\_\_ construction drawings, and a material list for any Shipper-Owned facilities ("Shipper~~

~~Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.~~

~~(1) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;~~

~~(2) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;~~

~~(3) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;~~

~~(4) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and~~

~~(5) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.~~

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, D (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.

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

ARTICLE 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

Tampa Electric Company

By \_\_\_\_\_

By \_\_\_\_\_

Beth Hickey  
\_\_\_\_\_  
(Please type or print name)

Carlos Aldazabal  
\_\_\_\_\_  
(Please type or print name)

Title EVP – US Gas Pipeline

Title VP Energy Supply

Date 8/29/2024

Date 8/28/2024

EXHIBIT A  
TO  
RATE SCHEDULE FTS-1 SERVICE AGREEMENT  
BETWEEN  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
AND

Tampa Electric Company

DATED

September 1, 2024

Contract No. 132653

Amendment No. 0

Effective Date of this Exhibit A: 09/01/2024

Date Range: From 09/01/2024 through 08/31/2027

~~[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]~~

Point(s) of Receipt Point Description	Point	Maximum Daily Quantity (MMBtu)*			
		Apr	May-Sept	Oct	Nov-Mar
<u>Zone 1</u>					
<i>Trunkline Manchester</i>	23059	20000	15000	20000	25000
<b>Zone 1 Total:</b>		20000	15000	20000	25000
<u>Zone 2</u>					
<i>Trunkline Vermillion</i>	25405	5000	10000	5000	
<b>Zone 2 Total:</b>		5000	10000	5000	
<b>Total MDTQ:</b>		25000	25000	25000	25000

\*Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B  
TO  
RATE SCHEDULE FTS-1 SERVICE AGREEMENT  
BETWEEN  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
AND

Tampa Electric Company

DATED

September 1, 2024

Contract No. 132653

Amendment No. 0

Effective Date of this Exhibit B: 09/01/2024

Date Range: From 09/01/2024 through 08/31/2027

~~[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]~~

Point(s) of Delivery*	Point	Maximum Daily Quantity (MMBtu)**			
		Apr	May-Sept	Oct	Nov-Mar
<u>Zone 3</u>					
<i>GSPL Mobile Bay-FGT Capacity**</i>	78176	25000	25000	25000	0
<i>Destin P/L**</i>	71298	0	0	0	25000
<b>Zone 3 Total:</b>		25000	25000	25000	25000
<b>Total MDTQ:</b>		25000	25000	25000	25000

\* 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 Destin and Gulf South Mobile Bay (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.)



**EXHIBIT D**  
**TO**  
**RATE SCHEDULE FTS-1 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
**Tampa Electric Company**  
**DATED**  
**09/01/2024**  
**Contract No. 132653**  
**Amendment No. 0**

**CREDIT AGREEMENT**

Attachment 4

**Creditworthiness**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**RATE SCHEDULE FTS**  
**TRANSPORTATION AGREEMENT NO.**

**DATED**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this    day of   , 202[ ], (“Credit Agreement”) is by and between Florida Gas Transmission Company, LLC (“Transporter”) and Tampa Electric Company (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement concerning the construction, installation, ownership, and maintenance of certain pipeline facilities, including looping starting at approximately Mile Post 4.6 on the Tampa West lateral and the modification of certain delivery point capacities on various contracts at certain primary points to provide firm natural gas transportation service to Shipper (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a Firm Transportation Service Agreement(s) (the “FTS Agreement”); and

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

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

1. Shipper, at all times, must satisfy the creditworthiness criteria, or otherwise provide such Credit Support (as defined in Section 1(B) below), as set forth under this Credit Agreement:

(A) Shipper shall be deemed “Creditworthy” hereunder as of the execution of the Precedent Agreement, during the term of the Precedent Agreement, and the FTS Agreement if:

(i) its long-term senior unsecured debt securities, at such time, are rated at least ‘BBB-’ by Standard & Poor’s Global Ratings or its successor (“S&P”) and rated at least ‘Baa3’ by Moody’s Investors Service, Inc. or its successor (“Moody’s”) (“Debt Ratings”), provided however, that if Shipper is rated by either S&P or Moody’s alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Ratings, the S&P Issuer Credit Rating and/or Moody’s

Long Term Rating will be substituted, and as such, these ratings are included in the defined term, “Debt Ratings”. In the event the Debt Ratings issued by S&P and Moody’s are assigned at levels that are not equivalent, the lower Debt Rating shall apply to determine whether such entity is Creditworthy.

For the avoidance of doubt, in the event Shipper does not have Debt Rating(s) assigned by S&P or Moody’s at the time of execution of the Precedent Agreement or FTS Agreement, but Shipper subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A) above, such Debt Ratings shall serve as original Debt Ratings effective as of the execution of the Precedent Agreement or FTS Agreement.

(B) If Shipper is deemed not Creditworthy at the time of execution of the Credit Agreement or becomes no longer Creditworthy during the term of the Precedent Agreement or FTS Agreement, in either case, pursuant to Section 1(A) above, then Shipper shall thereafter maintain any, at Shipper’s option, of the following credit support instruments (Guaranty, cash deposit, Letter of Credit, or cash proceeds thereof, all individually or collectively, known as “Credit Support”) as set forth below:

(i) an absolute, irrevocable, unconditional guaranty in the form set forth in Exhibit A (“Guaranty”), from a direct or indirect parent or affiliate of Shipper or other third party that is deemed Creditworthy pursuant to Section 1(A) above (such third party, “Guarantor”), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper’s obligations under the Precedent Agreement and the FTS Agreement, including but not limited to damages, and any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and FTS Agreement. Such Guaranty shall be provided to Transporter within seven (7) business days from the execution date of the Precedent Agreement and Credit Agreement.

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto (“Letter of Credit”) and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank with minimum Debt Rating(s) of ‘A-’ as assigned by S&P and ‘A3’ as assigned by Moody’s (together, “Minimum Ratings”), in either case securing the full and faithful performance and payment of Shipper’s obligations under the Precedent Agreement and the FTS Agreement in the amounts set forth in this Section 1(B)(ii) and Section 1(B)(iii) below. In either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement. Inasmuch as Shipper [or Shipper’s Guarantor] is deemed Creditworthy, pursuant to Section 1(A) as of the date hereof, subject at all times to Section 1(B)(iii) below, Shipper shall not be required to provide Credit Support in the form of cash deposit and/or Letter of Credit upon execution of the Precedent Agreement and Credit Agreement.

(iii) At any time during the term of the Precedent Agreement and the FTS Agreement, in the event the Debt Ratings assigned to Shipper or its Guarantor decline below the Creditworthy standard pursuant to Section 1(A), Shipper shall then be required to provide a Letter of Credit and/or cash deposit in the amount required by Section 1(B)(ii) above. Furthermore, in the event the Debt Ratings assigned to Shipper or its Guarantor continue to decline or be further

downgraded below the Creditworthy standard, Shipper shall be required to increase its Letter of Credit and/or cash deposit to the amount of the lesser of (a) 18 months of reservation charges due from Shipper for the Contract MDQ or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement. Shipper shall provide the Letter of Credit and/or cash deposit in the amount required by this Section 1(B)(iii) within seven (7) business days from the date of Transporter's notice to Shipper.

Additionally, in the event the Shipper or its Guarantor *did not* have Debt Ratings that conformed to the Creditworthy standard pursuant to Section 1(A) at the time of execution of the Precedent Agreement or FTS Agreement; and Shipper had to provide a Letter of Credit and/or cash deposit in the amount required by Section 1(B)(ii) at execution; and there has occurred a further deterioration in the Debt Ratings assigned to Shipper, Guarantor or its parent company, as applicable, since execution of the Precedent Agreement or FTS Agreement, Shipper shall be required to increase its Letter of Credit and/or cash deposit to the amount of the lesser of (a) 24 months of reservation charges due from Shipper for the Contract MDQ or (b) the number of months of reservation charges due from Shipper for the Contract MDQ remaining in the term under the FTS Agreement. Shipper shall provide the Letter of Credit and/or cash deposit required by this Section 1(B)(iii) within seven (7) business days from the date of Transporter's notice to Shipper.

(C) At any time during the term of the Precedent Agreement or the FTS Agreement, if Transporter determines that, as of such time, any bank that issued a Letter of Credit in favor of Transporter no longer conforms to the Minimum Ratings standard, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination). Within seven (7) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter and shall thereafter maintain, Credit Support in the form of a cash deposit and/or Letter of Credit issued by a bank that conforms to the Minimum Ratings standard, in either case, in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable.

(D) For any irrevocable standby Letter of Credit, whether an original or replacement Letter of Credit, that is provided to Transporter, such Letter of Credit shall permit partial draws and shall have an expiry date no earlier than (a) twelve (12) calendar months after issuance thereof and (b) ninety (90) days after the end of the term of the Precedent Agreement and the Primary Term of the FTS Agreement or any extension thereof. With respect to any Letter of Credit, Shipper shall furnish extensions or replacements of such Letter of Credit at least thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS Agreement. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank assigned Minimum Ratings; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, termination or breach of the Precedent Agreement, the FTS Agreement and/or any related agreement under any bankruptcy, insolvency or similar debtor

relief law now or hereinafter in effect; or (d) the filing of a petition by or against Shipper seeking to adjudicate Shipper as bankrupt or insolvent or otherwise commencing, authorizing, or acquiescing in the commencement of a case under any bankruptcy, insolvency or similar debtor relief law now or hereinafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than seven (7) business days thereafter, provide a replacement Letter of Credit in, or increase an existing Letter of Credit to, the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any draw made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, and any cash deposit held by Transporter shall be returned to Shipper, , on or before the forty-fifth (45th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled.

(E) Credit Support in the form of a cash deposit provided pursuant to Section 1(B)(ii) or Section 1(B)(iii) or proceeds from draws under a Letter of Credit may be applied by Transporter against any unpaid invoices due from Shipper, losses, costs, expenses or damages as a result of a breach by Shipper of any of its obligations (including a breach arising out of the rejection, termination, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law now or hereinafter in effect) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes the cash deposit or Letter of Credit and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately, and in no event later than seven (7) business days thereafter, provide a replacement Letter of Credit or replacement cash deposit in the amount required by Section 1(B)(ii) or Section 1(B)(iii), as applicable. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall **not** relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of any cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(i), Section 1(B)(ii) or Section 1(B)(iii) hereof, but Shipper thereafter satisfies Section 1(A), Shipper's Guaranty, Shipper's Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), or any cash deposit held by Transporter, as applicable, shall be returned to Shipper's Guarantor, Shipper's bank or to Shipper, as applicable, within thirty (30) days after written demand is received by Transporter; provided, however, that the provisions of Section 1(B) shall again apply should Shipper, its Guarantor or its parent company (as circumstances dictate), fail to conform to the Creditworthy standard pursuant to Section 1(A) at any time thereafter.

(G) Except to the extent of any amounts paid to the Transporter, the use, application or retention of Credit Support, or any portion thereof, by Transporter shall not (subject to any applicable limitations on damages to which Transporter has agreed in writing) prevent Transporter

from exercising any other right or remedy provided under the Precedent Agreement, the FTS Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, all notices, requests, demands and other communications hereunder (herein collectively called "Notice") shall be in writing and will be deemed to have been duly given when (a) personally delivered to receiving party's physical address, (b) sent by overnight courier service to receiving party's physical address; or (c) delivered via electronic transmission (email) with a courtesy copy sent by overnight courier service to the receiving party's physical address, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses or, email addresses as a party may designate by notice to the other party); provided that any such deliveries received after normal business hours in the place of business of the receiving party shall be deemed to be received on the next business day:

Transporter: [Pipeline]  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Credit Risk Management  
Email: [creditrisk@energytransfer.com](mailto:creditrisk@energytransfer.com)

With copy to:  
[Pipeline]  
1300 Main St.  
Houston, Texas 77002-6803  
Attention: Office of General Counsel  
Email: [generalcounsel.mailbox@energytransfer.com](mailto:generalcounsel.mailbox@energytransfer.com)

Shipper: [Shipper]

Attention:

with a copy to:

Attn:

Email:

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

4. CHOICE OF LAW. THIS CREDIT AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, INCLUDING ANY ACTIONS, SUITS, OR PROCEEDINGS WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES AGREES THAT: (A) THIS PRECEDENT AGREEMENT CONSTITUTES BOTH (I) A QUALIFIED TRANSACTION AS DEFINED BY SECTION 271.001 OF THE TEXAS BUSINESS AND COMMERCE CODE (“TBCC”) AND (II) A MAJOR TRANSACTION AS DEFINED BY SECTION 15.020 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE (“TCPRC”), AND THAT THE TRANSACTION INVOLVES CONSIDERATION WITH AN AGGREGATE VALUE EQUAL TO OR GREATER THAN \$1,000,000; (B) THAT THIS CREDIT AGREEMENT BEARS A REASONABLE RELATION TO THE STATE OF TEXAS UNDER SECTION 271.004 OF THE TBCC; AND (C) THE LAWS OF THE STATE OF TEXAS GOVERN: (I) ALL ISSUES RELATING TO THIS CREDIT AGREEMENT; (II) THE INTERPRETATION AND CONSTRUCTION OF THIS CREDIT AGREEMENT; AND (III) THE VALIDITY OR ENFORCEABILITY OF THIS CREDIT AGREEMENT AS SET FORTH IN SECTIONS 271.005–271.007 OF THE TBCC.

5. JURISDICTION AND VENUE. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONFIRMS AND AGREES THAT: (A) IT IS AND SHALL CONTINUE TO BE SUBJECT TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF TEXAS (INCLUDING TBCS); (B) IT WAIVES ANY OBJECTION TO THE PERSONAL JURISDICTION OF THE STATE COURTS OF THE STATE OF TEXAS (INCLUDING TBCS); (C) THE TEXAS BUSINESS COURTS (“TBC(S)”), AS ESTABLISHED BY CHAPTER 24A OF THE TEXAS GOVERNMENT CODE (“TGC”), HAVE SUBJECT MATTER JURISDICTION OVER ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT TO THE GREATEST EXTENT PERMITTED UNDER CHAPTER 24A OF THE TGC; AND (D) IT WAIVES ANY OBJECTION TO THE JURISDICTION OF A TBC OVER ANY CLAIM OR DEMAND BROUGHT IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

A. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE, MANDATORY JURISDICTION AND VENUE OF THE ELEVENTH BUSINESS COURT DIVISION OF THE TBCS (“EBCD”), OR ANY OTHER TBC IF THE EBCD IS UNABLE TO ACCEPT A FILING OF AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PRECEDENT AGREEMENT FOR REASONS OF PERMANENT OR TEMPORARY CLOSURE, REFUSAL TO ACCEPT NEW MATTERS, INSUFFICIENT FUNDING, OR ANY OTHER REASON OUTSIDE THE CONTROL OF THE PARTIES (COLLECTIVELY, “COURT UNAVAILABILITY”), FOR ANY AND ALL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT (AND EACH PARTY AGREES NOT TO COMMENCE ANY

ACTIONS, SUITS, OR PROCEEDINGS RELATING THERETO EXCEPT IN THE EBCD OR OTHER TBC, AS APPLICABLE); (B) WAIVES ANY OBJECTION TO THE LAYING OF JURISDICTION OR VENUE OF ANY SUCH LITIGATION IN THE EBCD OR OTHER TBC, AS APPLICABLE; AND (C) AGREES NOT TO PLEAD OR CLAIM THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM.

- B. IF (A) NO TBC IS ABLE TO ACCEPT A FILING OF AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT FOR REASONS OF COURT UNAVAILABILITY, OR (B) IF A TBC DETERMINES, IN A FINAL ORDER, THAT THE TBC LACKS SUBJECT MATTER JURISDICTION OVER AN ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, THEN EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) CONSENTS AND SUBMITS TO THE JURISDICTION AND VENUE OF THE JUDICIAL DISTRICT COURTS OF HARRIS COUNTY, TEXAS (“HARRIS JDC”) OR IN THE UNITES STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS LOCATED IN HOUSTON, TEXAS FOR ANY AND ALL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT, (II) WAIVES ANY OBJECTION TO THE LAYING OF JURISDICTION OR VENUE OF ANY SUCH ACTION, SUIT, OR PROCEEDING IN A HARRIS JDC; AND (III) AGREES NOT TO PLEAD OR CLAIM THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS CREDIT AGREEMENT.
- C. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY PARTY WHO FILES ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT IN ANY COURT OTHER THAN A COURT OF HARRIS COUNTY IN THE STATE OF TEXAS (INCLUDING TBCS) OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS LOCATED IN HOUSTON, TEXAS SHALL PAY ALL REASONABLE ATTORNEY’S FEES AND COST INCURRED IN OBTAINING A REMOVAL, TRANSFER, STAY, DISMISSAL, INJUNCTION, OR OTHER TERMINATION OR DISCONTINUATION OF SUCH ACTION, SUIT, OR PROCEEDING.
- D. IF A TBC DETERMINES, IN A FINAL ORDER, THAT THE TBC LACKS SUBJECT MATTER JURISDICTION OVER ANY PORTION OR SUBSET OF THE CLAIMS OR DEMANDS AT ISSUE IN ANY ACTION, SUIT, OR PROCEEDING OTHERWISE PROPERLY BEFORE A TBC, THE PARTY



BRINGING SUCH JURISDICTIONALLY IMPROPER CLAIM OR CLAIMS AGREES TO STAY PROSECUTION OF SUCH CLAIM OR CLAIMS PENDING ENTRY OF FINAL JUDGMENT, AND MANDATE OF ALL APPEALS OF CLAIMS THAT WERE RETAINED BY THE TBC. EACH PARTY HERETO FURTHER AGREES TO ENTER INTO A TOLLING AGREEMENT RELATED TO SUCH JURISDICTIONALLY IMPROPER CLAIM OR CLAIMS.

6. Capacity Release or Assignment. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent Agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new credit agreement in its own name and shall be required to provide Credit Support pursuant to Section 1(B) if Shipper is deemed not Creditworthy pursuant to Section 1(A).

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

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

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

**FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

**TAMPA ELECTRIC COMPANY**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**GUARANTY**

THIS GUARANTY is given by \_\_\_\_\_ ("Guarantor") as of \_\_\_\_\_ in favor of **Florida Gas Transmission Company, LLC** ("Pipeline"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Precedent Agreement (defined below).

**RECITAL**

- A. WHEREAS, Pipeline and Tampa Electric Company ("Shipper"), an affiliate of Guarantor, are parties to that certain precedent agreement dated \_\_\_\_\_, ("Precedent Agreement");
- B. WHEREAS, Guarantor desires to induce Pipeline to continue to perform under the Precedent Agreement and/or the Short Term Agreement (defined in the Precedent Agreement) (the Precedent Agreement and Service Agreement are collectively, "Agreement(s)"); and
- C. WHEREAS, Pipeline is willing to continue to perform under the Agreement(s) only if the Guarantor guarantees payment and performance of Shipper's covenants, agreements, obligations, and liabilities under the Agreement(s) as set forth in the Precedent Agreement.

NOW THEREFORE, in consideration of the premises Guarantor agrees as follows:

**AGREEMENT**

1. Guaranty. (A) The Guarantor hereby irrevocably and unconditionally guarantees the payment and performance of any and all present and future covenants, agreements, obligations and liabilities of Shipper to Pipeline pursuant to the Agreement(s), plus Guarantor shall pay all reasonable costs and attorneys' fees and expenses actually incurred by Pipeline in the enforcement or preservation of Pipeline's rights under this Guaranty (collectively, the "Guaranteed Obligations"), subject to the terms and conditions set forth herein. Guarantor agrees, upon any failure by the Shipper to pay any of the Guaranteed Obligations, that it will pay any amounts which Shipper has failed to pay Pipeline within ten (10) days following written demand by Pipeline. The Guarantor agrees that Pipeline may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not Pipeline shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations. This Guaranty shall constitute a guarantee of payment and not merely of collection. This Guaranty (i) is a continuing guaranty and shall remain in full force and effect until all of the Guaranteed Obligations and other expenses guaranteed pursuant to Section 1 hereof have been paid; and (ii) shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded, avoided or rendered void as a preferential transfer, impermissible set-

off, fraudulent conveyance or must otherwise be returned or disgorged by Beneficiary upon the insolvency, bankruptcy or reorganization of either Shipper or Guarantor or otherwise, all as though such rescinded, avoided or voided payment had not been made, and notwithstanding any action or failure to act on the part of Shipper in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of Shipper;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by Shipper and Pipeline;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of Shipper or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Shipper or its assets, or the Guarantor;

(E) the existence of any claim, set-off or other rights which the Guarantor may have at any time against Pipeline, Shipper, or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(F) the invalidity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or any provision of applicable law or regulation purporting to prohibit payment by Shipper of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations;

(G) any other act or omission to act or delay of any kind by Pipeline which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantors' obligations hereunder.

### 3. Term.

This Guaranty shall remain in full force and effect until the earlier of the date that (i) all payment obligations under this Precedent Agreement and the Short Term Agreement have been satisfied in full, or (ii) Shipper becomes Creditworthy pursuant to Section 7 of the Precedent Agreement.

4. Waiver by Guarantor. Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, any right of subrogation to Shipper's rights against Pipeline under the Agreement(s) or otherwise, and any requirement that at any time any person exhaust any right to take any action against Shipper or their assets or any other Guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Pipeline against Shipper with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been indefeasibly paid in full and Pipeline agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by Shipper under the Agreement(s) is stayed upon the insolvency, bankruptcy or reorganization of Shipper, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement(s) shall nonetheless be payable by the Guarantor hereunder on written demand by the Pipeline.

7. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and Pipeline and its successors and assigns. No party may assign its rights and obligations hereunder without the prior written consent of the other parties, and any such purported assignment without such written consent shall be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Pipeline.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Guarantor's liability hereunder shall be, and is specifically limited to, payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, or punitive damages, except to the extent specifically provided in the Agreement(s) to be due from Shipper.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty has been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Shipper is entitled arising from or out of the Agreement(s), except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Shipper or any other defense expressly waived hereunder.

13. Notices. All notices or communications to the other party shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

Pipeline:

Guarantor:

14. Choice of law. THIS GUARANTY AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS GUARANTY, INCLUDING ANY ACTIONS, SUITS, OR PROCEEDINGS WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE PARTIES AGREES THAT: (A) THIS GUARANTY CONSTITUTES BOTH (I) A QUALIFIED TRANSACTION AS DEFINED BY SECTION 271.001 OF THE TEXAS BUSINESS AND COMMERCE CODE ("TBCC") AND (II) A MAJOR TRANSACTION AS DEFINED BY SECTION 15.020 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE ("TCPRC"), AND THAT THE TRANSACTION INVOLVES CONSIDERATION WITH AN AGGREGATE VALUE EQUAL TO OR GREATER THAN \$1,000,000; (B) THAT THIS GUARANTY BEARS A REASONABLE RELATION TO THE STATE OF TEXAS UNDER SECTION 271.004 OF THE TBCC; AND (C) THE LAWS OF THE STATE OF TEXAS GOVERN: (I) ALL ISSUES RELATING TO THIS GUARANTY; (II) THE INTERPRETATION AND CONSTRUCTION OF THIS GUARANTY; AND (III) THE VALIDITY OR

ENFORCEABILITY OF THIS GUARANTY AS SET FORTH IN SECTIONS 271.005–271.007 OF THE TBCC.

15. Jurisdiction and Venue. Each of the Parties irrevocably and unconditionally confirms and agrees that: (a) it is and shall continue to be subject to the jurisdiction of the state courts of the State of Texas (including TBCs); (b) it waives any objection to the personal jurisdiction of the state courts of the State of Texas (including TBCs); (c) the Texas Business Courts (“TBC(s)”), as established by Chapter 24A of the Texas Government Code (“TGC”), have subject matter jurisdiction over any action, suit, or proceeding arising out of or relating to this Guaranty to the greatest extent permitted under Chapter 24A of the TGC; and (d) it waives any objection to the jurisdiction of a TBC over any claim or demand brought in any action, suit, or proceeding arising out of or relating to this Guaranty.

- a. Each Party hereby irrevocably and unconditionally: (a) consents and submits to the exclusive, mandatory jurisdiction and venue of the Eleventh Business Court Division of the TBCs (“EBCD”), or any other TBC if the EBCD is unable to accept a filing of an action, suit, or proceeding arising out of or relating to this Precedent Agreement for reasons of permanent or temporary closure, refusal to accept new matters, insufficient funding, or any other reason outside the control of the Parties (collectively, “Court Unavailability”), for any and all actions, suits or proceedings arising out of or relating to this Guaranty (and each Party agrees not to commence any actions, suits, or proceedings relating thereto except in the EBCD or other TBC, as applicable); (b) waives any objection to the laying of jurisdiction or venue of any such litigation in the EBCD or other TBC, as applicable; and (c) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum.
  
- b. If (a) no TBC is able to accept a filing of an action, suit, or proceeding arising out of or relating to this Guaranty for reasons of Court Unavailability, or (b) if a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over an action, suit, or proceeding arising out of or relating to this Guaranty then each Party hereby irrevocably and unconditionally: (i) consents and submits to the jurisdiction and venue of the Judicial District Courts of Harris County, Texas (“Harris JDC”) or in the Unites States District Court for the Southern District of Texas located in Houston, Texas for any and all actions, suits or proceedings arising out of or relating to this Guaranty, (ii) waives any objection to the laying of jurisdiction or venue of any such action, suit, or proceeding in a Harris JDC; and (iii) agrees not to plead or claim that such litigation brought therein has been brought in any inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE AMONG ANY OF THEM ARISING OUT OF, CONNECTED WITH, RELATING TO OR

INCIDENTAL TO THE RELATIONSHIP BETWEEN THEM IN CONNECTION WITH THIS GUARANTY.

- c. The Parties acknowledge and agree that any Party who files any action, suit, or proceeding arising out of or relating to this Guaranty in any court other than a court of Harris County in the State of Texas (including TBCs) or in the United States District Court for the Southern District of Texas located in Houston, Texas shall pay all reasonable attorney's fees and cost incurred in obtaining a removal, transfer, stay, dismissal, injunction, or other termination or discontinuation of such action, suit, or proceeding.
- d. If a TBC determines, in a final order, that the TBC lacks subject matter jurisdiction over any portion or subset of the claims or demands at issue in any action, suit, or proceeding otherwise properly before a TBC, the Party bringing such jurisdictionally improper claim or claims agrees to stay prosecution of such claim or claims pending entry of final judgment, and mandate of all appeals of claims that were retained by the TBC. Each Party hereto further agrees to enter into a tolling agreement related to such jurisdictionally improper claim or claims.

16. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Pipeline.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

Exhibit B

STANDBY LETTER OF CREDIT FORMAT

BENEFICIARY: Florida Gas Transmission Company, LLC

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

APPLICANT \_\_\_\_\_

AMOUNT: U.S. DOLLARS \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

THIS STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ (THIS "LETTER OF CREDIT")  
IS ISSUED IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY, LLC  
("BENEFICIARY") AT THE REQUEST OF AND FOR THE ACCOUNT OF  
\_\_\_\_\_ ("APPLICANT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT BY  
PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A COPY OF THIS LETTER OF CREDIT AND A COPY OF ALL AMENDMENTS  
HERETO, IF ANY; AND
2. A SIGHT DRAFT DRAWN ON US MARKED: "DRAWN UNDER \_\_\_\_\_,  
STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED" AND
3. A COPY OF THE COMMERCIAL INVOICE(S) MARKED "UNPAID," AND
4. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING  
THE COMMERCIAL INVOICES(S) AND SUPPORTING DOCUMENT(S) HAVE BEEN  
PRESENTED TO ["Name of Applicant"] STATING "PAYMENT IS DUE AND APPLICABLE  
NOTICE AND CURE PERIODS HAVE EXPIRED";

OR, IN LIEU OF 3 AND 4 ABOVE:

5. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING



THE BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF \$ \_\_\_\_\_ BECAUSE THE TERM OF THIS LETTER OF CREDIT WILL EXPIRE WITHIN TWENTY (20) BUSINESS DAYS OF THE DATE OF THIS CERTIFICATE AND “ \_\_\_\_\_ ” HAS FAILED TO DELIVER A SATISFACTORY REPLACEMENT LETTER OF CREDIT AND SECURITY IS STILL REQUIRED.

THIS LETTER OF CREDIT IS VALID UNTIL \_\_\_\_\_

**SPECIAL CONDITIONS:**

1. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; HOWEVER THE AGGREGATE AMOUNT OF DRAWINGS SHALL NOT EXCEED THE STATED AMOUNT.
2. INVOICES IN EXCESS OF DRAWING ARE PERMITTED
3. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS WE PROVIDE YOU WITH WRITTEN NOTICE BY REGISTERED MAIL OR BY COURIER OF OUR ELECTION NOT TO EXTEND THIS LETTER OF CREDIT AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRY DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF THE BANK'S UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES.

IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AT OR BEFORE 10:00 AM NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE SAME BUSINESS DAY. IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AFTER 10:00 AM, NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE NEXT SUCCEEDING BUSINESS DAY. AS USED HEREIN, BUSINESS DAY SHALL MEAN A DAY IN WHICH COMMERCIAL BANKS IN NEW YORK ARE OPEN FOR BUSINESS AND ARE NOT AUTHORIZED OR REQUIRED TO BE CLOSED.

IN ADDITION, PRESENTATION OF SUCH DRAFT AND CERTIFICATE MAY ALSO BE MADE BY FAX TRANSMISSION TO FAX NO. XXX-XXX-XXXX OR SUCH OTHER FAX NUMBER IDENTIFIED BY BANK IN A WRITTEN NOTICE TO YOU. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, YOU MUST (1) PROVIDE TELEPHONE NOTIFICATION THEREOF TO BANK (PHONE NO. XXX- XXX-XXXX)

PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION AND (II) SEND THE ORIGINAL OF SUCH DRAFT AND STATEMENT TO BANK BY OVERNIGHT COURIER, AT THE SAME TIME TO THE ADDRESS PROVIDED ABOVE FOR PRESENTATION OF DOCUMENTS, PROVIDED HOWEVER, THAT BANK'S RECEIPT OF SUCH TELEPHONE NOTICE OR ORIGINAL DOCUMENTS SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER.

WE HEREBY ENGAGE WITH AND AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS OF THE CREDIT WILL BE DULY HONORED ON PRESENTATION AT OUR OFFICE ON OR BEFORE THE EXPIRATION DATE (OR ANY APPLICABLE EXTENDED EXPIRATION DATE).

THIS LETTER OF CREDIT IS SUBJECT TO INTERNATIONAL STANDBY PRACTICES (ISP98). THIS LETTER OF CREDIT SHALL BE DEEMED TO BE MADE UNDER THE LAWS OF THE STATE OF NEW YORK, INCLUDING ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CHOICE OF LAW PROVISIONS OR CONFLICT OF LAW PRINCIPLES WHICH WOULD REQUIRE REFERENCE TO THE LAWS OF ANY OTHER JURISDICTION.

### GUARANTY

THIS GUARANTY is given by \_\_\_\_\_ ("Guarantor") as of \_\_\_\_\_ in favor of **Florida Gas Transmission Company, LLC** ("Pipeline"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Precedent Agreement (defined below).

### RECITAL

- A. WHEREAS, Pipeline and \_\_\_\_\_ ("Shipper"), an affiliate of Guarantor, are parties to that certain precedent agreement dated \_\_\_\_\_, ("Precedent Agreement");
- B. WHEREAS, Guarantor desires to induce Pipeline to continue to perform under the Precedent Agreement and/or the Short Term Agreement (defined in the Precedent Agreement) (the Precedent Agreement and Service Agreement are collectively, "Agreement(s)"); and
- C. WHEREAS, Pipeline is willing to continue to perform under the Agreement(s) only if the Guarantor guarantees payment and performance of Shipper's covenants, agreements, obligations, and liabilities under the Agreement(s) as set forth in the Precedent Agreement.

NOW THEREFORE, in consideration of the premises Guarantor agrees as follows:

**AGREEMENT**

1. Guaranty. (A) The Guarantor hereby irrevocably and unconditionally guarantees the payment and performance of any and all present and future covenants, agreements, obligations and liabilities of Shipper to Pipeline pursuant to the Agreement(s), (collectively, the "Guaranteed Obligations"), subject to the terms and conditions set forth herein. Guarantor agrees, upon any failure by the Shipper to pay any of the Guaranteed Obligations, that it will pay any amounts which Shipper has failed to pay Pipeline within ten (10) days following written demand by Pipeline. The Guarantor agrees that Pipeline may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not Pipeline shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations.

(B) Notwithstanding anything to the contrary herein, Guarantor's liability under this Guaranty in connection with the Guaranteed Obligations shall be limited to 12 months of reservation charges under the Short Term Agreement.

2. Guaranty Unconditional and Absolute. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(A) any extension, renewal, settlement, compromise, waiver, discharge or release in respect of any Guaranteed Obligations of Shipper;

(B) the existence, or extent of, any release, exchange, surrender, non-perfection or invalidity of any direct or indirect security for any of the Guaranteed Obligations;

(C) any modification, amendment, waiver, extension of or supplement to any of the Agreement(s) or the Guaranteed Obligations agreed to from time to time by Shipper and Pipeline;

(D) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of Shipper or the Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Shipper or its assets, or the Guarantor;

(E) the existence of any claim, set-off or other rights which the Guarantor may have at any time against Pipeline, Shipper, or any other corporation or person, whether in connection herewith or in connection with any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(F) the invalidity or unenforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations, or

any provision of applicable law or regulation purporting to prohibit payment by Shipper of amounts to be paid by it under the Agreement(s) or any of the Guaranteed Obligations;

(G) any other act or omission to act or delay of any kind by Pipeline which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Guarantors' obligations hereunder.

3. Term.

This Guaranty shall remain in full force and effect until the earlier of the date that (i) all payment obligations under this Precedent Agreement and the Short Term Agreement have been satisfied in full, or (ii) Shipper becomes Creditworthy pursuant to Section 7 of the Precedent Agreement.

4. Waiver by Guarantor. Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, any right of subrogation to Shipper's rights against Pipeline under the Agreement(s) or otherwise, and any requirement that at any time any person exhaust any right to take any action against Shipper or their assets or any other Guarantor or person.

5. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Pipeline against Shipper with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Guaranteed Obligations then due shall have been paid in full and Pipeline agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. Stay of Acceleration Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by Shipper under the Agreement(s) is stayed upon the insolvency, bankruptcy or reorganization of Shipper, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement(s) shall nonetheless be payable by the Guarantor hereunder on written demand by the Pipeline.

7. Assignment: Successors and Assigns. This Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and Pipeline and its successors and assigns. No party may assign its rights and obligations hereunder without the prior written consent of the other parties, and any such purported assignment without such written consent shall be void.

8. Amendments and Waivers. No provision of this Guaranty may be amended, supplemented or modified, nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Pipeline.

9. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement.

10. Limitation. Guarantor's liability hereunder shall be, and is specifically limited to, payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, or punitive damages, except to the extent specifically provided in the Agreement(s) to be due from Shipper.

11. Representations and Warranties.

(A) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

(B) The execution, delivery and performance of the Guaranty has been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(C) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guaranty.

(D) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

12. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Shipper is entitled arising from or out of the Agreement(s), except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Shipper or any other defense expressly waived hereunder.

13. Notices. All notices or communications to the other party shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

Pipeline:

Guarantor:

14. GOVERNING LAW AND JURISDICTION. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE OR CONFLICT OF LAW PRINCIPLES THEREOF.

15. Third Party Beneficiaries. This Guaranty shall not be construed to create any third party beneficiary relationship as to or with any person or entity other than the Pipeline.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the date first above written.

Attachment 5

STANDBY LETTER OF CREDIT FORMAT

BENEFICIARY: Florida Gas Transmission Company, LLC

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

APPLICANT \_\_\_\_\_

AMOUNT: U.S. DOLLARS \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

THIS STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ (THIS "LETTER OF CREDIT")  
IS ISSUED IN FAVOR OF FLORIDA GAS TRANSMISSION COMPANY, LLC  
("BENEFICIARY") AT THE REQUEST OF AND FOR THE ACCOUNT OF  
\_\_\_\_\_ ("APPLICANT").

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT BY  
PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A COPY OF THIS LETTER OF CREDIT AND A COPY OF ALL AMENDMENTS  
HERETO, IF ANY; AND
2. A SIGHT DRAFT DRAWN ON US MARKED: "DRAWN UNDER \_\_\_\_\_,  
STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED" AND
3. A COPY OF THE COMMERCIAL INVOICE(S) MARKED "UNPAID," AND
4. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING  
THE COMMERCIAL INVOICES(S) AND SUPPORTING DOCUMENT(S) HAVE BEEN  
PRESENTED TO ["Name of Applicant"] STATING "PAYMENT IS DUE AND APPLICABLE  
NOTICE AND CURE PERIODS HAVE EXPIRED";

OR, IN LIEU OF 3 AND 4 ABOVE:

5. A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED  
REPRESENTATIVE OF FLORIDA GAS TRANSMISSION COMPANY, LLC CERTIFYING

THE BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF \$ \_\_\_\_\_ BECAUSE THE TERM OF THIS LETTER OF CREDIT WILL EXPIRE WITHIN TWENTY (20) BUSINESS DAYS OF THE DATE OF THIS CERTIFICATE AND “ \_\_\_\_\_ ” HAS FAILED TO DELIVER A SATISFACTORY REPLACEMENT LETTER OF CREDIT AND SECURITY IS STILL REQUIRED.

THIS LETTER OF CREDIT IS VALID UNTIL \_\_\_\_\_

**SPECIAL CONDITIONS:**

1. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED; HOWEVER THE AGGREGATE AMOUNT OF DRAWINGS SHALL NOT EXCEED THE STATED AMOUNT.
2. INVOICES IN EXCESS OF DRAWING ARE PERMITTED
3. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRY DATE HEREOF, UNLESS WE PROVIDE YOU WITH WRITTEN NOTICE BY REGISTERED MAIL OR BY COURIER OF OUR ELECTION NOT TO EXTEND THIS LETTER OF CREDIT AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRY DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF THE BANK'S UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN, OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES.

IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AT OR BEFORE 10:00 AM NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE SAME BUSINESS DAY. IF PRESENTATION OF DOCUMENTS IS MADE IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF AT THE BANK'S OFFICE AFTER 10:00 AM, NEW YORK TIME, ON A BUSINESS DAY, THE BANK SHALL HONOR SUCH PRESENTATION ON THE NEXT SUCCEEDING BUSINESS DAY. AS USED HEREIN, BUSINESS DAY SHALL MEAN A DAY IN WHICH COMMERCIAL BANKS IN NEW YORK ARE OPEN FOR BUSINESS AND ARE NOT AUTHORIZED OR REQUIRED TO BE CLOSED.

IN ADDITION, PRESENTATION OF SUCH DRAFT AND CERTIFICATE MAY ALSO BE MADE BY FAX TRANSMISSION TO FAX NO. XXX-XXX-XXXX OR SUCH OTHER FAX NUMBER IDENTIFIED BY BANK IN A WRITTEN NOTICE TO YOU. TO THE EXTENT A PRESENTATION IS MADE BY FAX TRANSMISSION, YOU MUST (1) PROVIDE TELEPHONE NOTIFICATION THEREOF TO BANK (PHONE NO. XXX- XXX-XXXX)



PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FAX TRANSMISSION AND (II) SEND THE ORIGINAL OF SUCH DRAFT AND STATEMENT TO BANK BY OVERNIGHT COURIER, AT THE SAME TIME TO THE ADDRESS PROVIDED ABOVE FOR PRESENTATION OF DOCUMENTS, PROVIDED HOWEVER, THAT BANK'S RECEIPT OF SUCH TELEPHONE NOTICE OR ORIGINAL DOCUMENTS SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER.

WE HEREBY ENGAGE WITH AND AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN CONFORMITY WITH THE TERMS OF THE CREDIT WILL BE DULY HONORED ON PRESENTATION AT OUR OFFICE ON OR BEFORE THE EXPIRATION DATE (OR ANY APPLICABLE EXTENDED EXPIRATION DATE).

THIS LETTER OF CREDIT IS SUBJECT TO INTERNATIONAL STANDBY PRACTICES (ISP98). THIS LETTER OF CREDIT SHALL BE DEEMED TO BE MADE UNDER THE LAWS OF THE STATE OF NEW YORK, INCLUDING ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE, AND SHALL, AS TO MATTERS NOT GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CHOICE OF LAW PROVISIONS OR CONFLICT OF LAW PRINCIPLES WHICH WOULD REQUIRE REFERENCE TO THE LAWS OF ANY OTHER JURISDICTION.



# Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

August 27, 2024

Tampa Electric Company  
Mr. John C. Heisey  
702 N. Franklin Street  
Tampa, FL 33602

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 132653

Dear Mr. Heisey:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 29th day of August, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Tampa Electric Company (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated August 27, 2024 (“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 term of this Agreement as set forth in Paragraph 6 of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement, including, but not limited to, Paragraph 2 of this Agreement, Transporter agrees to charge Shipper, and Shipper agrees to pay Transporter, a 100% load factor (combined reservation and usage) fixed negotiated rate of \$0.815 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.
  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: Beth Hickey

Title: EVP – US Gas Pipelines

ACCEPTED AND AGREED TO:

This 29 day of August , 2024

Tampa Electric Company

By: \_\_\_\_\_

Name: Carlos Aldazabal

Title: VP Energy Supply