



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

October 31, 2022

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

RE: Florida Gas Transmission Company, LLC
Non-Conforming Agreement with Negotiated Rates
Docket No. RP23-_____

Dear Ms. Bose:

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

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with Sections 154.1(d) and 154.112(b) of the Commission’s Regulations, is to file an executed copy of a Rate Schedule FTS-1 non-conforming service agreement with Orlando Utilities Commission, Contract No. 128458.

On July 24, 2022, FGT filed in Docket No. CP22-478-000, a prior notice request pursuant to the Commission’s Regulations under the Natural Gas Act and FGT’s blanket certificate issued in Docket No. CP82-553-000, for authorization to construct, install/modify, own, operate and maintain, certain natural gas pipeline facilities and appurtenant facilities for its Orange County Project (“Project”). The parties entered into Contract No. 128458 pursuant to the precedent agreement related to the Project.

The service agreement filed herein contains a non-conforming term of service that deviates from the creditworthiness provisions in FGT’s General Terms and Conditions. The negotiated creditworthiness provisions are contained in Exhibit D of the service agreement pursuant to the aforementioned precedent agreement. FGT requests that the Commission find the non-conforming negotiated credit provisions reflect unique circumstances involved with constructing new infrastructure, do not present a risk of undue discrimination, do not affect the operational conditions of providing service, and do not result in any customer receiving a different quality of service.¹

The service agreement filed herein also includes negotiated rates as detailed in the Negotiated Rate Agreement associated with the contract. The proposed tariff records provide the requisite information for negotiated rates including the name of the shipper, the negotiated 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 the negotiated rate agreement.

¹ See, e.g., Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP22-1006-000 (issued Jul. 22, 2022); Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP22-584-000 (issued Mar. 24, 2022).

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 and there is no Exhibit C in Appendix B showing an executed service agreement amendment marked against the form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff.

A marked version of the executed service agreement as compared to the Rate Schedule FTS-1 form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff is included in Appendix B herein. Concurrent with this filing, FGT is submitting a tariff record in FGT's Fifth Revised Volume No. 1 Tariff to list the agreement filed herein on 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 November 1, 2022, the effective date of the service agreement. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on November 1, 2022.

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
- . A copy of the complete filing in PDF format for publishing in eLibrary

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

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
October 31, 2022
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Chief Regulatory Officer
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(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

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

² 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.

³ 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 November 1, 2022

<u>Version</u>	<u>Description</u>	<u>Title</u>
16.0.0	Part I	Table of Contents
0.0.0	Contract No. 128458	Orlando Utilities Commission
0.0.0	Contract No. 128458	Exhibits A, B, C
0.0.0	Contract No. 128458	Exhibit D
0.0.0	Contract No. 128458	Negotiated Rate Agreement

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

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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
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FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2022

(Version 0.0.0, Contract No. 128458) Orlando Utilities Commission

Option Code "A"

FOR INTERNAL USE ONLY
Contract No. 128458
BA Id. 4118
DUNS No. 004076071

SERVICE AGREEMENT
Firm Transportation Service - Market Area
RATE SCHEDULE FTS-1
Contract No. 128458

THIS AGREEMENT entered into this 28th day of October, 2022, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Orlando Utilities Commission (herein called "Shipper"),

WITNESSETH

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

ARTICLE I
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 the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022 and shall continue in effect through 03/31/2028.

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: Orlando Utilities Commission
6113 Pershing
Orlando FL 32822
Attention: Robert Pollack
Telephone No. (407)434-4312

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 – 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 – 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 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.

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

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

**ARTICLE XIV
Superseding Prior Service Agreements**

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

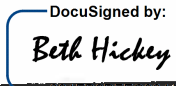
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

Florida Gas Transmission Company, LLC

Orlando Utilities Commission

By 
 Name Beth Hickey
 Title EVP - US Gas Pipelines
 Date 10.28.2022

By Clint Bullock Digitally signed by Clint Bullock
Date: 2022.10.26 13:31:30 -04'00'
 Name Clint Bullock
 Title General Manager & CEO
 Date _____

Approved as to form and legality
 OUC Legal Department
 Date: 10-25-22 By: [Signature]

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2022

(Version 0.0.0, Contract No. 128458) Exhibits A, B, C

Option Code "A"

**EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT**

**BETWEEN
Florida Gas Transmission Company, LLC
AND
Orlando Utilities Commission**

**DATED
11/01/2022
Contract No. 128458
Amendment No. 0**

Effective Date of this Exhibit A: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

Date Range: 11/1/2022 to 03/31/2028

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>			
		<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 3					
TRANSCO Citronelle FGT Mainline	71462	0	0	0	9,850
SESH Lucedale (Rec)	78487	0	0	0	10,000
GSPL Merrill	100037	0	0	0	10,000
Zone 3 Total:		0	0	0	29,850
Total MDTQ:		0	0	0	29,850

(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
Orlando Utilities Commission**

**DATED
11/01/2022
Contract No. 128458
Amendment No. 0**

Effective Date of this Exhibit B: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

Date Range: 11/1/2022 to 03/31/2028

Point(s) of Delivery

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Stanton C Gas Igniter Conversion-OUC	100013	0	0	0	29,850
Stanton B-OUC	78515	0	0	0	29,850
Total MDTQ:		0	0	0	29,850

(Quantities are exclusive of Fuel Reimbursement.)

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2022

(Version 0.0.0, Contract No. 128458) Exhibit D

Option Code "A"

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission, LLC
AND
Orlando Utilities Commission
DATED
11/01/2022
Contract No. 128458
Amendment 0**

Effective Date of this Exhibit D: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

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Attachment 3
Creditworthiness
Florida Gas Transmission Company, LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED _____

CREDIT AGREEMENT

This Credit Agreement, dated as of this ¹⁶ day of ~~May~~ ^{July}, 2022, ("Credit Agreement") is by and between Florida Gas Transmission Company, LLC ("FGT" or "Transporter") and Orlando Utilities Commission, a statutory commission created under the laws of the state of Florida ("OUC" or "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, maintenance and modification of certain pipeline facilities, including upgrades to compressor valves at Compressor Stations 15, 16, 17 and 18 and shift capacity from Compressor Station 15 to Compressor Station 18, (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a New Winter Firm Transportation Service Agreement (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 expanded 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 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 and during the term of the Precedent Agreement and any extension thereof *if*:

(i) its long-term senior unsecured debt securities, at such time, are rated at least 'BBB-' by Standard & Poor's or its successor ("S&P") and rated at least 'Baa3' by Moody's Investors Service, Inc. or its successor ("Moody's") (any such debt rating, irrespective of the actual rating, a "Debt Rating"), provided however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Rating(s), the S&P Issuer Credit Rating and/or Moody's Long Term or Corporate Family Rating will be substituted, and as such, these ratings are included in the defined term, "Debt Rating". In the event the Debt Rating(s) issued by S&P and Moody's are assigned at levels that are not equivalent, the lower 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)

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assigned by S&P or Moody's at the time of execution of the Precedent Agreement, but subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A), such Debt Rating(s) shall serve as original Debt Rating(s) effective as of the execution of the Precedent Agreement.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to Section 1(A) above, then Shipper shall thereafter maintain one or more of the following credit support instruments (cash deposit, Letter of Credit or cash proceeds thereof, all individually or collectively, known as "Credit Support") as further detailed below:

(i) [RESERVED]

(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 deemed "Creditworthy" pursuant to Section 1(A), in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and 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, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, is at a credit rating of BBB- and Baa3 and is assigned a credit watch or watch for possible downgrade, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the "Creditworthy" standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time. Should Shipper's credit ratings be restored to BBB- and Baa3 or above, then any Letter of Credit may be terminated pursuant to Section 1(F) and/or cash deposit shall be returned to Shipper within the same time period.

(C) At any time while either this Precedent Agreement or the FTS Agreement, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper or (ii) any bank that issued a Letter of Credit in favor of Transporter is no longer deemed "Creditworthy", then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, Credit Support in accordance with Section 1(B)(ii) unless and until a bank meeting the credit requirements of this Credit Agreement has issued a Letter of Credit in favor of Transporter as required under this Credit Agreement.

(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

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partial draws and shall have an expiry date (unless earlier terminated as permitted under subsection 1(B)(iii) above) 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 no later than ninety (90) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS Agreement, as may be extended from time to time unless earlier terminated as permitted under subsection 1(B)(iii) above. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its sole discretion; 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, early termination or material breach by Shipper 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 hereafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. 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, or any cash deposit held by Transporter shall unless earlier termination under subsection 1(B)(iii) above be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) 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 as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its sole discretion, against any unpaid invoices past due from Shipper, losses, costs, expenses or damages as a result of a material breach by Shipper of any of its obligations (including a breach arising out of the rejection, termination, repudiation or material breach by Shipper 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 such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. Any application of a cash deposit or proceeds from draws made by

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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 such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), 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 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 or its Guarantor fail to be deemed "Creditworthy" 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, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Credit Risk Management
Phone No.: 713-989-7023
Email: creditrisk@energytransfer.com

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

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Shipper: Orlando Utilities Commission
6113 Pershing Avenue
Orlando, FL 32822
Attention: Robert Pollack
Email: rpollack@ouc.com

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

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

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. 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.

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

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

[signature page follows]

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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.

[PIPELINE]

DocuSigned by:
By: Beth Hickey
891FB2BFCC934A5...

Title: EVP - US Gas Pipelines

Date: 6/3/2022

^{DS}
NC

^{DS}
DM

[SHIPPER]

By: Clint Bullock
Clint Bullock

Title: General Manager and CEO

Date: 5/26/22

Approved as to form and legality
OUC Legal Department
Date: 5/26/22 By: LCS

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2022

(Version 0.0.0, Contract No. 128458) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

October 07, 2022

Orlando Utilities Commission
6113 Pershing Avenue
Orlando, FL 32822
Attention: Robert Pollack

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 128458

Dear Mr Pollack:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 28th day of October, 2022 by and between Florida Gas Transmission Company, LLC ("Transporter") and Orlando Utilities Commission ("Shipper"). Transporter and Shipper are parties to that certain Precedent Agreement dated May 24, 2022 ("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 \$0.45 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 and Market Area]. 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 Rate(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: Beth Hickey ^{DS} ^{DS}
891FB2BFFC934A5... DM DA
 Name: Beth Hickey
 Title: EVP - US Gas Pipelines ^{DS}
MB

ACCEPTED AND AGREED TO:

This ___ day of _____, _____

Orlando Utilities Commission

By: Clint Bullock Digitally signed by Clint Bullock
Date: 2022.10.26 13:32:37 -04'00'
 Name: Clint Bullock
 Title: General Manager & CEO

Approved as to form and legality OUC Legal Department Date: <u>10-25-22</u> By: <u>[Signature]</u>
--

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

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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
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Contract No. 125351	Exhibits A, B, C
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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
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Contract No. 127953	Seminole Electric Cooperative, Inc.
Contract No. 127953	Exhibits A, B, C
Contract No. 127953	Exhibit D
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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
<u>Contract No. 128458</u>	<u>Orlando Utilities Commission</u>
<u>Contract No. 128458</u>	<u>Exhibits A, B, C</u>
<u>Contract No. 128458</u>	<u>Exhibit D</u>
<u>Contract No. 128458</u>	<u>Negotiated Rate Agreement</u>

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

Orlando Utilities Commission
(Contract No. 128458)

FOR INTERNAL USE ONLY
Contract No. 128458
BA Id. 4118
DUNS No. 004076071

SERVICE AGREEMENT
Firm Transportation Service - MarketArea
RATE SCHEDULE FTS-1
Contract No. 128458

THIS AGREEMENT entered into this 28th day of October, 2022, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and Orlando Utilities Commission (herein called "Shipper"),

W I T N E S S E T H

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

ARTICLE I
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 **the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022 and shall continue in effect through 03/31/2028.**

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: **Orlando Utilities Commission**
6113 Pershing
Orlando FL 32822
Attention: Robert Pollack
Telephone No. (407)434-4312

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 – 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 – 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 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.

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

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

ARTICLE XIV
Superseding Prior Service Agreements

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

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

TRANSPORTER

SHIPPER

Florida Gas Transmission Company, LLC

Orlando Utilities Commission

By _____

By _____

Name Beth Hickey _____

Name _____

Title EVP - US Gas Pipelines _____

Title _____

Date _____

Date _____

**EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT**

**BETWEEN
Florida Gas Transmission Company, LLC
AND**

Orlando Utilities Commission

DATED

11/01/2022

Contract No. 128458

Amendment No. 0

Effective Date of this Exhibit A: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

Date Range: 11/1/2022 to 03/31/2028

Point(s) of Receipt

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Zone 3					
TRANSCO Citronelle FGT Mainline	71462	0	0	0	9,850
SESH Lucedale (Rec)	78487	0	0	0	10,000
GSPL Merrill	100037	0	0	0	10,000
Zone 3 Total:		0	0	0	29,850
Total MDTQ:		0	0	0	29,850

(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

Orlando Utilities Commission

DATED

11/01/2022

Contract No. 128458

Amendment No. 0

Effective Date of this Exhibit B: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

Date Range: 11/1/2022 to 03/31/2028

Point(s) of Delivery

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Apr</u>	<u>May-Sept</u>	<u>Oct</u>	<u>Nov-Mar</u>
Stanton C Gas Igniter Conversion-OUC	100013	0	0	0	29,850
Stanton B-OUC	78515	0	0	0	29,850
Total MDTQ:		0	0	0	29,850

(Quantities are exclusive of Fuel Reimbursement.)

**EXHIBIT D
CREDIT AGREEMENT
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
Florida Gas Transmission, LLC
AND
Orlando Utilities Commission
DATED
11/01/2022
Contract No. 128458
Amendment 0**

Effective Date of this Exhibit D: This Agreement shall become effective the later of the in-service date of Orlando Utilities Commission Winter Expansion Project or 11/01/2022

Attachment 3
Creditworthiness
Florida Gas Transmission Company, LLC
RATE SCHEDULE FTS
TRANSPORTATION AGREEMENT NO. _____
DATED _____

CREDIT AGREEMENT

))--))

This Credit Agreement, dated as of this 26th day of May , 2022, ("Credit Agreement") is by and between Florida Gas Transmission Company, LLC ("FGT" or "Transporter") and Orlando Utilities Commission, a statutory. commission created under the laws of the state of Florida ("OUC" or "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, maintenance and modification of certain pipeline facilities, including upgrades to compressor valves at Compressor Stations 15, 16, 17 and 18 and shift capacity from Compressor Station 15 to Compressor Station 18, (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a New Winter Firm Transportation Service Agreement (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 expanded 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 l(B) below), as set forth under this Credit Agreement:

(A) Shipper shall be deemed "Creditworthy" hereunder as of the execution of the Precedent Agreement and during the term of the Precedent Agreement and any extension thereof *if:*

(i) its long-term senior unsecured debt securities, at such time, are rated at least 'BBB-' by Standard & Poor's or its successor ("S&P") and rated at least 'Baa3' by Moody's Investors Service, Inc. or its successor ("Moody's") (any such debt rating, irrespective of the actual rating, a "Debt Rating"), provided however, that if Shipper is rated by either S&P or Moody's alone, that Debt Rating alone shall be determinative. If the Shipper has no Debt Rating(s), the S&P Issuer Credit Rating and/or Moody's Long Term or Corporate Family Rating will be substituted, and as such, these ratings are included in the defined term, "Debt Rating". In the event the Debt Rating(s) issued by S&P and Moody's are assigned at levels that are not equivalent, the lower 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, but subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A), such Debt Rating(s) shall serve as original Debt Rating(s) effective as of the execution of the Precedent Agreement.

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to Section 1(A) above, then Shipper shall thereafter maintain one or more of the following credit support instruments (cash deposit, Letter of Credit or cash proceeds thereof, all individually or collectively, known as "Credit Support") as further detailed below:

(i) [RESERVED]

(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 deemed "Creditworthy" pursuant to Section 1(A), in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and 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, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, is at a credit rating of BBB- and Baa3 and is assigned a credit watch or watch for possible downgrade, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the "Creditworthy" standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time. Should Shipper's credit ratings be restored to BBB- and Baa3 or above, then any Letter of Credit may be terminated pursuant to Section 1(F) and/or cash deposit shall be returned to Shipper within the same time period.

(C) At any time while either this Precedent Agreement or the FTS Agreement, as may be extended from time to time, is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper or (ii) any bank that issued a Letter of Credit in favor of Transporter is no longer deemed "Creditworthy", then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter's basis for such determination), and within five (5) business days after Shipper's receipt of such notice from Transporter, Shipper shall deliver to Transporter, and shall thereafter maintain, Credit Support in accordance with Section 1(B)(ii) unless and until a bank meeting the credit requirements of this Credit Agreement has issued a Letter of Credit in favor of Transporter as required under this Credit Agreement.

(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 (unless earlier terminated as permitted under subsection I(B)(iii) above) 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 no later than ninety (90) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and FTS Agreement, as may be extended from time to time unless earlier terminated as permitted under subsection I(B)(iii) above. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its sole discretion; 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, early termination or material breach by Shipper 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 hereafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. 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, or any cash deposit held by Transporter shall unless earlier termination under subsection I (B)(iii) above be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) 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 as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its sole discretion, against any unpaid invoices past due from Shipper, losses, costs, expenses or damages as a result of a material breach by Shipper of any of its obligations (including a breach arising out of the rejection, termination, repudiation or material breach by Shipper 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 such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. 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 such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), 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 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(8) shall again apply should Shipper or its Guarantor fail to be deemed "Creditworthy" 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, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

Transporter: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Credit Risk Management
Phone No.: 713-989-7023
Email: creditrisk@energytransfer.com

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

Shipper: Orlando Utilities Commission
6113 Pershing Avenue
Orlando, FL 32822
Attention: Robert Pollack
Email: rpollack@ouc.com

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

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

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its sole discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. 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.

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

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

[signature page follows]

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

[PIPELINE]

By: _____

Title: _____

Date: _____

[SHIPPER]

By: _____

Title: _____

Date: _____



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

October 07, 2022

Orlando Utilities Commission
6113 Pershing Avenue
Orlando, FL 32822
Attention: Robert Pollack

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-1, Contract No. 128458

Dear Mr Pollack:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 28th day of October, 2022 by and between Florida Gas Transmission Company, LLC (“Transporter”) and Orlando Utilities Commission (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated May 24, 2022 (“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 \$0.45 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 and Market Area]. 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 Rate(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: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____, _____

Orlando Utilities Commission

By: _____

Name: _____

Title: _____