



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

October 31, 2024

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

RE: Florida Gas Transmission Company, LLC
Docket No. RP25-_____
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 November 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-WD-2 non-conforming service agreement, Contract No. 132862, with City of Walker (“Walker”).

On July 19, 2024, FGT filed in Docket No. CP24-500-000, a prior notice request pursuant to the Commission’s Regulations under the Natural Gas Act and FGT’s blanket certificate issued in Docket No. CP82-533-000, for authorization to increase certificated mainline capacity and to construct, modify, own, maintain and operate interstate natural gas delivery point facilities consisting of an additional connection and meter upgrade in St. Helena Parish, Louisiana, and make auxiliary modifications on a compressor unit at FGT’s existing Compressor Station 10 in Perry County, Mississippi, and construct, modify, own, maintain and operate appurtenant facilities as needed for its Livingston Parish Project (“Project”). Walker has contracted for 4,000 MMBtu/day on the later of the in-service date of the Project or November 1, 2024 under FGT’s Rate Schedule FTS-WD-2. The parties entered into Contract No. 132862 pursuant to the precedent agreement related to the Project. The Project facilities being constructed pursuant to the prior notice request and authorization will be ready for service on or near November 1, 2024.

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 to be a permissible material deviation as it reflects unique circumstances involved with constructing infrastructure, does not present a risk of undue discrimination, does not affect the operational conditions of providing service, and does not result in any customer receiving a different quality of service.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,

¹ See, e.g., Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP23-712-000 (issued May 17, 2023); Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP23-282-000 (issued Jan. 3, 2023).

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 Walker executed service agreement compared to the Rate Schedule FTS-WD-2 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 November 1, 2024, 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, 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-WD-2 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:

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
October 31, 2024
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Michael T. Langston²
Vice President
Chief Regulatory Officer
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7610
(713) 989-1205 (Fax)
michael.langston@energytransfer.com

Dawn G. McGuire²
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

Lawrence J. Biediger^{2 3}
Sr. Director, Rates and Regulatory Affairs
Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7670
(713) 989-1205 (Fax)
larry.biediger@energytransfer.com

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

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, 2024

<u>Version</u>	<u>Description</u>	<u>Title</u>
21.0.0	Part I	Table of Contents
0.0.0	Contract No. 132862	City of Walker
0.0.0	Contract No. 132862	Exhibits A, B, C
0.0.0	Contract No. 132862	Exhibit D
0.0.0	Contract No. 132862	Negotiated Rate Agreement

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FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2024

(Version 0.0.0, Contract No. 132862) City of Walker

Option Code "A"

FOR INTERNAL USE ONLY
Contract No. 132862
BA Id. 16790
DUNS No. 050753656

SERVICE AGREEMENT
Firm Transportation Service - Western Division
RATE SCHEDULE FTS-WD-2
Contract No. 132862

THIS AGREEMENT entered into this 31st day of October, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and City of Walker (herein called "Shipper"),

WITNESSETH

WHEREAS, Transporter and Shipper are parties to the Precedent Agreement dated February 16, 2024, regarding the construction, installation and ownership of certain facilities necessary to provide incremental firm natural gas transportation service in Livingston Parish, Louisiana (the "Livingston Parish Project");

WHEREAS, Transporter is willing to construct the Livingston Parish Project and Shipper desires to subscribe to firm transportation service in connection with the Livingston Parish Project; 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-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 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. 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 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-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III

Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

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

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2 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-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective on the In-Service Date of the Livingston Parish Project, as defined below, (or such earlier commencement date after the In-Service Date of the Livingston Parish Project to which the Parties may mutually agree), in either case the "Effective Date" and shall continue for twenty (20) years after the Effective Date (the "Primary Term"). The "In-Service Date" for the Livingston Parish Project shall be the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary points of receipt in Exhibit A to the primary point of delivery in Exhibit B. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected ROFR option.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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

ARTICLE VI

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

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery 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 in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII

Notices

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

Shipper: City of Walker
13600 Aydell Lane
Walker, LA 70785
Attention: Larry Williams
Telephone No. (225)665-2773

ARTICLE VIII

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 IX – Not Applicable

Article X

Pressure

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

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

ARTICLE XI

Other Provisions

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

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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

12.3 This Agreement contains Exhibits A, B and D which are incorporated fully herein.

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

ARTICLE XIII

Superseding Prior Service Agreements

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

DocuSigned by: Beth Hickey
By Beth Hickey
Name Beth Hickey
Title EVP - US Gas Pipelines
Date 10.31.2024

DS DM AN MB

SHIPPER

CITY OF WALKER

By Jimmy Watson
Name Jimmy Watson
Title Mayor
Date 10-17-2024

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2024

(Version 0.0.0, Contract No. 132862) Exhibits A, B, C

Option Code "A"

**EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Walker
DATED _____**

**Contract No. 132862
Amendment No. 0**

Effective Date of this Exhibit A: The Effective Date as defined in Article 5.1 of this Agreement.

Date Range: From the Effective Date through the Primary Term.

<u>Point(s) of Receipt</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Point Description</u>													
Zone 3													
Transco Citronelle FGT Mainline (Rec)	71462	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Zone 3 Total:		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Total MDTQ:		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000

(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--WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
City of Walker
DATED _____**

**Contract No. 132862
Amendment No. 0**

Effective Date of this Exhibit B: The Effective Date as defined in Article 5.1 of this Agreement.

Date Range: From the Effective Date through the Primary Term.

<u>Point(s) of Delivery</u>	<u>Maximum Daily Quantity (MMBtu)</u>												
<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
City of Walker*	60751	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Total MDTQ:		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000

(Quantities are exclusive of Fuel Reimbursement.)

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

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2024

(Version 0.0.0, Contract No. 132862) Exhibit D

Option Code "A"

EXHIBIT D

CREDIT AGREEMENT

To

RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

City of Walker

Contract N. 132862
Amendment No. 0

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**Attachment 3
Creditworthiness**

**FLORIDA GAS TRANSMISSION COMPANY LLC
RATE SCHEDULE FTS-WD2
TRANSPORTATION AGREEMENT NO. _____
DATED _____**

CREDIT AGREEMENT

This Credit Agreement, dated as of this 20 day of February 202[4], ("Credit Agreement") is by and between Florida Gas Transmission Company, LLC ("Transporter") and City of Walker, LA ("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 necessary to upgrade existing horsepower functionality at Compressor Station 10 in George County, Mississippi and improve meter station facilities and install redundant interconnection piping in Livingston Parish, Louisiana to provide incremental firm natural gas transportation service in the Western Division (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an 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 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 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 Rating(s)"), 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 Rating will be substituted, and as such, these ratings are included in the defined term, "Debt Rating(s)". 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 or FTS

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Confidential

Agreement, but Shipper subsequently receives a Debt Rating(s), then for purposes of determining creditworthiness pursuant to Section 1(A) above, such Debt Rating(s) shall serve as original Debt Rating(s) 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 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 and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this 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 five (5) business days from the execution date of the Precedent 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") and is otherwise acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of Shipper's obligations under this 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 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, Guaranty or Letter of Credit upon the execution of the Precedent Agreement and/or this Credit Agreement.

(iii) At any time during the term of the Precedent Agreement and the FTS Agreement, in the event the Debt Rating(s) assigned to Shipper or its Guarantor decline below the Creditworthiness 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). Furthermore, in the event the Debt Ratings assigned to Shipper or its Guarantor continue to decline or be further downgraded below the Creditworthiness 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 appropriate amount of Letter of Credit and/or cash deposit as required by this Section 1(B)(iii) within five (5) 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

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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 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 the form of a cash deposit and/or Letter of Credit issued by a bank that conforms to the Minimum Ratings standard and is otherwise acceptable to Transporter, 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 ninety (90) 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 and otherwise acceptable to Transporter; 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 five (5) 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, or any cash deposit held by Transporter shall be returned to Shipper, at 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 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, in its sole discretion, 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

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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 five (5) 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: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Credit Risk Management
Email: creditrisk@energytransfer.com

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With copy to:
Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Office of General Counsel
Email: generalcounsel.mailbox@energytransfer.com

Shipper:

City of Walker, La.

Attention: Larry Williams

with a copy to: City of Walker/Mayor's Office

Attn: James Watson

Email: james.watson@walker-la.gov

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 CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES OF ANY KIND ARISING FROM OR RELATING TO THIS CREDIT AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE LOCATED IN DALLAS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF SUCH COURTS FOR ANY SUCH CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES. 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. 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).

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.

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[signature page follows]

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**

By: Bob Hickey

Title: EVP - US Gas Pipelines

Date: 2/20/2024

[SHIPPER]

By: [Signature]

Title: Mayor

Date: 01-22-2024

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EXHIBIT A

GUARANTY

THIS GUARANTY (this "Guaranty") is, made and entered into and effective as of [DATE], (the "Effective Date"), by _____, a _____ [corporation, limited liability company or limited partnership], ("Guarantor"), in favor of [Pipeline's Name], a Delaware limited liability company, [insert "abbreviation" for Pipeline Name].

WITNESSETH:

WHEREAS, [SHIPPER], a [(state of incorporation) (corporation, LP or LLC)], has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, [SHIPPER] (including its successors and permitted assigns under Section 8 of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, [Pipeline Abbreviation] and Shipper will enter into a firm transportation service agreement(s) and a negotiated rate agreement for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (individually and collectively, the "FTS Agreement");

WHEREAS, Shipper has certain financial and performance obligations to [Pipeline Abbreviation] in connection with the PA and the FTS Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS Agreement, and including, but not limited to, pay any damages that may be incurred or have been incurred by [Pipeline Abbreviation], plus, Guarantor shall pay all reasonable costs and attorneys' fees and expenses incurred by [Pipeline Abbreviation] in the enforcement of or preservation of [Pipeline Abbreviation's] rights under this Guaranty (all of the foregoing, collectively referred to as the "Guaranteed Obligations");

WHEREAS, [Pipeline Abbreviation] entered into the PA and entered or will enter into the FTS Agreement with Shipper on the condition that [Pipeline Abbreviation] receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA and FTS Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Guarantor hereby agrees as follows:

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1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to [Pipeline Abbreviation] the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damages, pursuant to the PA and the FTS Agreement. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS Agreement, Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by [Pipeline Abbreviation] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline Abbreviation] and delivered to Guarantor pursuant to Section 17 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline Abbreviation], the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment, or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.
2. This Guaranty shall constitute a guaranty of payment and not merely a guaranty 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 this Guaranty have been indefeasibly paid in full; 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 [Pipeline Abbreviation] 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 [Pipeline Abbreviation] in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations as determined by [Pipeline Abbreviation] in its sole discretion.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS Agreement and/or [Pipeline Abbreviation's] FERC Gas Tariff, Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any

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statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS Agreement, and/or [Pipeline Abbreviation's] FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA and FTS Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or FTS Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").

5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by [Pipeline Abbreviation] against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor). Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and Guarantor agrees that [Pipeline Abbreviation] shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.
6. [Pipeline Abbreviation], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreement and/or [Pipeline Abbreviation's] FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's Guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for all or any portion of the Guaranteed Obligations;
 - (c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or

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- (d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.
7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be primary, absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
 8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of [Pipeline Abbreviation] in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which [Pipeline Abbreviation] would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of [Pipeline Abbreviation] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline Abbreviation] to inquire into the capacity or powers of Shipper or the officers, directors, partners, or agents acting or purporting to act on its behalf.
 9. Guarantor hereby agrees with [Pipeline Abbreviation] that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
 10. Guarantor waives any right (except as shall be required by applicable statute or law and cannot be waived) to require [Pipeline Abbreviation] to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in [Pipeline Abbreviation's] power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the

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unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

11. In order to induce [Pipeline Abbreviation] to enter into the PA and FTS Agreement, Guarantor represents, warrants, and covenants that

(a) **Status.** Guarantor (i) is a duly organized and validly existing [corporation, limited liability company or limited partnership], in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) **Power and Authority.** Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) **No Violation.** Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) **Governmental Approvals.** No order, consent, approval, license, authorization, or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii)

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the legality, validity, binding effect, or enforceability of this Guaranty.

(e) **Litigation.** There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(f) The signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.

12. In the event this Guaranty is collected or enforced by or through [Pipeline Abbreviation], Guarantor hereby agrees to reimburse [Pipeline Abbreviation] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. Guarantor covenants and agrees that, on and after the date hereof, Guarantor shall take, or will refrain from taking, as the case may be, all material actions that are necessary to be taken or not taken so that Shipper will be in material compliance with any provision, covenant, or agreement of Shipper contained in the FTS Agreement.
14. This Guaranty shall be binding upon Guarantor and the successors and permitted assigns of Guarantor and shall inure to the benefit of and be enforceable by [Pipeline Abbreviation] and its successors and permitted assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of [Pipeline Abbreviation] which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, [Pipeline Abbreviation] may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to satisfy or comply with [Pipeline Abbreviation's] financial assurance or credit requirements whether pursuant to a credit agreement or not.
15. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged, or terminated except with the written consent of Guarantor and [Pipeline Abbreviation].
16. Guarantor acknowledges that an executed (or conformed) copy of the PA and/or the FTS Agreement, if executed at the time of execution of this Guaranty, has been made available to Guarantor and Guarantor is familiar with the contents thereof.
17. All notices, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given when (i) personally delivered to receiving party's physical address, (ii) sent by overnight courier service to receiving party's physical address; or (iii) sent by electronic transmission (email) with a courtesy copy sent via overnight courier service to 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);

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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:

If to Guarantor, to:

If to [Pipeline Abbreviation], to:

Florida Gas Transmission Company, LLC Attn: Credit Risk Management
1300 Main St.
Houston, Texas 77002-6803
Email: creditrisk@energytransfer.com

With a copy to:
Florida Gas Transmission Company, LLC Attn: Office of General Counsel
1300 Main St.
Houston, Texas 77002-6803
Email: generalcounsel.mailbox@energytransfer.com

18. **CHOICE OF LAW.** THIS GUARANTY 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 CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES OF ANY KIND ARISING FROM OR RELATING TO THIS GUARANTY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE LOCATED IN DALLAS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF SUCH COURTS FOR ANY SUCH CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES. 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 GUARANTY.
19. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.

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20. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

21. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS Agreement, supersedes all prior agreements, understandings and/or guaranties related to the subject matter hereof.

22. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation, a ".pdf" format data file), such delivery shall create a valid and binding obligation of the Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

[signature page follows]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the Effective Date.

GUARANTOR:

By: _____

Name: _____

Title: _____

DocuSign Envelope ID: 4DA862BB-5DC2-4FC7-848B-76E0EE4FDED1

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EXHIBIT B

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: FLORIDA GAS TRANSMISSION COMPANY, LLC
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT: _____

AMOUNT: USD _____

EXPIRATION: TWELVE (12) MONTHS FROM ISSUANCE DATE

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OR MORE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY

1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS FAILED TO MAKE PAYMENT WHEN DUE TO BENEFICIARY OR IS OTHERWISE IN BREACH UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S), IN EITHER CASE, BETWEEN BENEFICIARY AND APPLICANT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____"

OR

2. "BENEFICIARY IS ENTITLED TO DAMAGES ARISING OUT OF THE REJECTION, REPUDIATION, TERMINATION OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENT(S)"), IN EITHER CASE, UNDER THE U.S. BANKRUPTCY CODE, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW, AND BENEFICIARY HAS INCURRED LOSSES, COSTS, EXPENSES OR DAMAGES AS A RESULT OF SUCH BREACH BY APPLICANT OF ITS OBLIGATIONS UNDER THE AGREEMENT(S). THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____"

OR

3. "THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK], AT LEAST NINETY (90) DAYS BEFORE THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND OR RENEW THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT ACCEPTABLE TO BENEFICIARY IN REPLACEMENT HEREOF. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____"

OR

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4. THERE HAS OCCURRED THE FILING OF A PETITION BY OR AGAINST APPLICANT SEEKING TO ADJUDICATE APPLICANT 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 IN EFFECT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____.

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON OR BY COURIER TO ISSUING BANK'S ADDRESS [PLEASE PROVIDE] OR BY ELECTRONIC TRANSMISSION TO ISSUING BANK'S EMAIL ADDRESS [PLEASE PROVIDE] OR BY FACSIMILE TO ISSUING BANK'S FAX NUMBER [PLEASE PROVIDE].
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO CREDITRISK@ENERGYTRANSFER.COM WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DRAW DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DRAW DOCUMENTS, NO LATER THAN THE THIRD (3RD) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED, EMAILED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.
- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND THE BANK'S CONTROL THAT INTERRUPTS OUR BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY OF PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

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THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE "ISP98"). ANY MATTERS NOT GOVERNED BY ISP98 SHALL BE GOVERNED IN ACCORDANCE WITH NEW YORK LAW WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. IN THE EVENT OF ANY CONFLICT, ISP98 SHALL CONTROL. ANY DISPUTES ARISING FROM OR IN CONNECTION WITH THIS STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN.

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on November 1, 2024

(Version 0.0.0, Contract No. 132862) Negotiated Rate Agreement

Option Code "A"



October 16, 2024

City of Walker
13600 Aydell Lane
Walker, LA 707852
Attention: Larry Williams

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. 132862

Dear Mr. Williams:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 31st day of October, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Walker (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated February 16, 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-WD-2 (“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 \$0.16 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
DH Initial
MB

Name: Beth Hickey

Title: EVP - US Gas Pipelines DS
BH

ACCEPTED AND AGREED TO:

This 17th day of October, 2024

City of Walker

By: [Signature]

Name: Jimmy Watson

Title: Mayor

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
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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
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Contract No. 130068	Exhibit D
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<u>Contract No. 132862</u>	<u>City of Walker</u>
<u>Contract No. 132862</u>	<u>Exhibits A, B, C</u>
<u>Contract No. 132862</u>	<u>Exhibit D</u>
<u>Contract No. 132862</u>	<u>Negotiated Rate Agreement</u>

Executed Service Agreement

Compared to Rate Schedule FTS-WD-2 Form of Service Agreement
In Florida Gas Transmission Company, LLC's
Fifth Revised Volume No. 1 Tariff

City of Walker
(Contract No. 132862)

~~[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 - Western Division
Rate Schedule FTS-WD-2

Contract No. 132862

THIS AGREEMENT entered into this 31st day of October, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and City of Walker (herein called "Shipper"),

~~[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD-2, 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(d) of Rate Schedule FTS-WD-2 which is incorporated herein by reference.]~~

WITNESSETH

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

~~WHEREAS, Tranporter and Shipper are parties to the Precedent Agreement dated February 16, 2024, regarding construction, installation and ownership of certain facilities necessary to provide incremental firm natural gas transportation service in Livingston Parish, Louisiana (the "Livingston Parish Project");~~

~~WHEREAS, Transporter is willing to construct the Livingston Parish Project and Shipper desires to subscribe to firm transportation service in connection with the Livingston Parish Project; 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-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 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. 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 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-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE IV Rights to Amend Rates and Terms and Conditions of Service

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

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2 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-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective on the In-Service Date of the Livingston Parish Project, as defined below, (or such earlier commencement date after the In-Service Date of the Livingston Parish Project to which the Parties may mutually agree), in either case the "Effective Date" _____ and shall continue in effect _____ [include end date of for twenty (20) years after the Effective Date (the "Primary Term")]. The "In-Service Date" for the Livingston Parish Project shall be the first day of the calendar month following the day on which Transporter is able to provide firm service from the primary term points of receipt in Exhibit A to the primary point of delivery in Exhibit B. In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected ROFR option. and any applicable rollover or Right of First Refusal details].

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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

ARTICLE VI

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

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall

make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery 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 in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII
Notices

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

Shipper: _____ City of Walker
_____ 13600 Aydell Lane
_____ Walker, LA 70785
Attention: _____ Larry Williams
Telephone No. _____ (225)665-2773
Fax No. _____

ARTICLE VIII
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 IX
~~Regulatory Authorizations and Approvals~~

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

~~9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD-2 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.~~

ARTICLE X

Pressure

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

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

ARTICLE XI Other Provisions

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

ARTICLE XII Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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

12.3 This Agreement contains Exhibits A, B and BD which are incorporated fully herein.

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

ARTICLE XIII Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper: 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
OF WALKER

CITY

By _____

By _____

Name _____

Name _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT

BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

City of Walker

DATED

November 1, 2024

Contract No. 132862

Amendment No. 0

Effective Date of this Exhibit A: The Effective Date as defined in Article 5.1 of this Agreement.

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

Date Range: From the Effective Date through the Primary Term.

Point(s) of Receipt

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>Zone 3</u>													
<u>Transco Citronelle FGT Mainline (Rec)</u>	<u>71462</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
<u>Zone 3 Total:</u>		<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
<u>Total MDTQ:</u>		<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>

(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-WD-2 SERVICE AGREEMENT

BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

City of Walker

DATED

November 1, 2024

Contract No. 132862

Amendment No. 0

Effective Date of this Exhibit B: The Effective Date as defined in Article 5.1 of this Agreement.

~~[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.]~~

Date Range: From the Effective Date through the Primary Term.

Point(s) of Delivery

Maximum Daily Quantity (MMBtu)

<u>Point Description</u>	<u>Point</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
<u>City of Walker*</u>	<u>60751</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
<u>Total MDTQ:</u>		<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>

(Quantities are exclusive of Fuel Reimbursement.)

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

EXHIBIT D

CREDIT AGREEMENT

To

RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT

BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

City of Walker

11/01/2024

Contract N. 132862

Amendment No. 0

**Attachment 3
Creditworthiness**

**FLORIDA GAS TRANSMISSION COMPANY LLC
RATE SCHEDULE FTS-WD2
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 City of Walker, LA (“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 necessary to upgrade existing horsepower functionality at Compressor Station 10 in George County, Mississippi and improve meter station facilities and install redundant interconnection piping in Livingston Parish, Louisiana to provide incremental firm natural gas transportation service in the Western Division (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an 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 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 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 Rating(s)”), 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 Rating will be substituted, and as such, these ratings are included in the defined term, “Debt Rating(s)”. 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 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 Rating(s) shall serve as original Debt Rating(s) 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 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 and that is otherwise acceptable to Transporter, in Transporter's sole judgment (such third party, "Guarantor"), which Guaranty shall guarantee the full and faithful performance and payment of all of Shipper's obligations under this 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 five (5) business days from the execution date of the Precedent 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") and is otherwise acceptable to Transporter, in Transporter's sole judgment, in either case securing the full and faithful performance and payment of Shipper's obligations under this 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 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, Guaranty or Letter of Credit upon the execution of the Precedent Agreement and/or this Credit Agreement.

(iii) At any time during the term of the Precedent Agreement and the FTS Agreement, in the event the Debt Rating(s) assigned to Shipper or its Guarantor decline below the Creditworthiness 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). Furthermore, in the event the Debt Ratings assigned to Shipper or its Guarantor continue to decline or be further downgraded below the Creditworthiness 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 appropriate amount of Letter of Credit and/or cash deposit as required by this Section 1(B)(iii) within five (5) 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 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 the form of a cash deposit and/or Letter of Credit issued by a bank that conforms to the Minimum Ratings standard and is otherwise acceptable to Transporter, 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 ninety (90) 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 and otherwise acceptable to Transporter; 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 five (5) 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, or any cash deposit held by Transporter shall be returned to Shipper, at 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 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, in its sole discretion, 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 five (5) 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: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Credit Risk Management
Email: creditrisk@energytransfer.com

With copy to:
Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77002-6803
Attention: Office of General Counsel
Email: generalcounsel.mailbox@energytransfer.com

Shipper: City of Walker, La.

Attention: Larry Williams

with a copy to: City of Walker/Mayor's Office

Attn: James Watson

Email: james.watson@walker-la.gov

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 CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES OF ANY KIND ARISING FROM OR RELATING TO THIS CREDIT AGREEMENT SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE LOCATED IN DALLAS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF SUCH COURTS FOR ANY SUCH CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES. 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. 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).

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 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**

[SHIPPER]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GUARANTY

THIS GUARANTY (this "Guaranty") is, made and entered into and effective as of **[DATE]**, (the "Effective Date"), by _____, a _____ [corporation, limited liability company or limited partnership], ("Guarantor"), in favor of **[Pipeline's Name]**, a Delaware limited liability company, [insert "abbreviation" for **Pipeline Name**].

WITNESSETH:

WHEREAS, **[SHIPPER]**, a [(state of incorporation) (corporation, LP or LLC)], has entered into the Precedent Agreement, dated as of _____ (as such agreement may from time to time be modified, supplemented, amended, or extended, the "PA"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined above) shall have the meaning given to such term by the PA;

WHEREAS, **[SHIPPER]** (including its successors and permitted assigns under **Section 8** of the PA, "Shipper") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, **[Pipeline Abbreviation]** and Shipper will enter into a firm transportation service agreement(s) and a negotiated rate agreement for firm transportation service in accordance with the PA (as such agreements may from time to time be modified, supplemented, amended, or extended, (individually and collectively, the "FTS Agreement");

WHEREAS, Shipper has certain financial and performance obligations to **[Pipeline Abbreviation]** in connection with the PA and the FTS Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS Agreement, and including, but not limited to, pay any damages that may be incurred or have been incurred by **[Pipeline Abbreviation]**, plus, Guarantor shall pay all reasonable costs and attorneys' fees and expenses incurred by **[Pipeline Abbreviation]** in the enforcement of or preservation of **[Pipeline Abbreviation's]** rights under this Guaranty (all of the foregoing, collectively referred to as the "Guaranteed Obligations");

WHEREAS, **[Pipeline Abbreviation]** entered into the PA and entered or will enter into the FTS Agreement with Shipper on the condition that **[Pipeline Abbreviation]** receive certain assurances regarding payment of the Guaranteed Obligations, and Guarantor is willing to provide such assurances in accordance with the terms and conditions of this Guaranty; and

WHEREAS, Guarantor acknowledges that it will be substantially benefited by the execution and delivery of the PA and FTS Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of

which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby absolutely, irrevocably, and unconditionally guarantees to [Pipeline Abbreviation] the due and punctual payment by Shipper of any and all Guaranteed Obligations, subject to any applicable grace period(s) or extensions to such due date, even if any such payments are deemed to be damages, pursuant to the PA and the FTS Agreement. Except as the same comprise Guaranteed Obligations under the express terms of the PA and the FTS Agreement, Guarantor shall not be liable hereunder for any consequential, incidental, punitive or indirect damages whether in tort or contract. As a condition precedent to each payment under this Guaranty, a demand by [Pipeline Abbreviation] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline Abbreviation] and delivered to Guarantor pursuant to **Section 17** "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline Abbreviation], the nature of the default, and the Guaranteed Obligations to be paid and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment, or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within five (5) business days of receipt of such demand.
2. This Guaranty shall constitute a guaranty of payment and not merely a guaranty 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 this Guaranty have been indefeasibly paid in full; 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 [Pipeline Abbreviation] 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 [Pipeline Abbreviation] in reliance on such payment. Any prior release from the terms of this Guaranty shall be reinstated in full force and effect.
3. The liability of Guarantor hereunder is exclusive and independent of any security for or other guaranty of the payment by Shipper of the Guaranteed Obligations, whether executed by Guarantor, any other guarantor or any other party. This Guaranty shall automatically terminate and be of no more force and effect upon the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations as determined by [Pipeline Abbreviation] in its sole discretion.
4. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent

permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS Agreement and/or [Pipeline Abbreviation's] FERC Gas Tariff, Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS Agreement, and/or [Pipeline Abbreviation's] FERC Gas Tariff, except for defenses arising out of the bankruptcy, receivership, reorganization, insolvency, dissolution, liquidation or similar status of Shipper, the power or authority of Shipper to enter into the PA and FTS Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or FTS Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "Retained Defenses").

5. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives promptness, diligence, presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liabilities, suit or taking of other action by [Pipeline Abbreviation] against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor). Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and Guarantor agrees that [Pipeline Abbreviation] shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.
6. [Pipeline Abbreviation], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreement and/or [Pipeline Abbreviation's] FERC Gas Tariff and not restricted by applicable law, may (i) at any time and from time to time; (ii) upon or without any terms or conditions; (iii) in whole or in part; and (iv) without the consent of, or notice to, Guarantor, without incurring responsibility to Guarantor, and without impairing or releasing the obligations of Guarantor hereunder:
 - (a) make any change, amendment, or modification in the terms of any Guaranteed Obligations, and the Guarantor's Guaranty herein made shall apply to the Guaranteed Obligations as so changed, amended or modified;
 - (b) take and hold security for the payment of the Guaranteed Obligations, and sell, exchange, release, surrender, impair, realize upon or otherwise deal with, in any manner and in any order, any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against, and/or release any person liable for

all or any portion of the Guaranteed Obligations;

(c) act or fail to act in any manner referred to in this Guaranty which may deprive Guarantor of its right to subrogation against Shipper to recover full indemnity for any payments made pursuant to this Guaranty; and/or

(d) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of Guarantor from its liabilities under this Guaranty.

7. Other than with respect to the Retained Defenses, no invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations or of any security therefor shall affect, impair or be a defense to this Guaranty, and this Guaranty shall be primary, absolute, irrevocable, and unconditional, notwithstanding the occurrence of any event or the existence of any other circumstances which might constitute a legal or equitable discharge of a surety or guarantor except full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.
8. This Guaranty is a continuing one. All liabilities to which this Guaranty applies, or to which it may apply, under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of [Pipeline Abbreviation] in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein expressly specified are cumulative and not exclusive of any rights or remedies which [Pipeline Abbreviation] would otherwise have. No notice to or demand on Guarantor in any case shall entitle Guarantor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of [Pipeline Abbreviation] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline Abbreviation] to inquire into the capacity or powers of Shipper or the officers, directors, partners, or agents acting or purporting to act on its behalf.
9. Guarantor hereby agrees with [Pipeline Abbreviation] that it will not exercise any right of subrogation that it may at any time otherwise have as a result of this Guaranty (whether contractual, under the United States Bankruptcy Code, 11 U.S.C. §§101 et seq., as amended or otherwise), until all Guaranteed Obligations have been fully, finally, and indefeasibly paid or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).
10. Guarantor waives any right (except as shall be required by applicable statute or law and cannot be waived) to require [Pipeline Abbreviation] to: (i) proceed against Shipper, any other guarantor of the Guaranteed Obligations or any other party; (ii) proceed against or exhaust any security held from Shipper, any other guarantor of the Guaranteed Obligations or any other party; or (iii) pursue any other remedy in [Pipeline

Abbreviation's] power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than full, final, and indefeasible payment or satisfaction in full of the Guaranteed Obligations.

11. In order to induce [Pipeline Abbreviation] to enter into the PA and FTS Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing [corporation, limited liability company or limited partnership], in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(b) Power and Authority. Guarantor has the corporate power and authority to execute, deliver and perform the terms and provisions of this Guaranty and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Guaranty. Guarantor has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except to the extent that the enforceability hereof and thereof may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) No Violation. Neither the execution, delivery, or performance by Guarantor of this Guaranty, nor compliance by it with the terms and provisions hereof and thereof (i) will contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental instrumentality, (ii) will conflict or be inconsistent with or result in any breach of any of the terms, covenants, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Guarantor or any of its subsidiaries pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement, or loan agreement or any other material agreement, contract, or instrument to which Guarantor or any of its subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (iii) will violate any provision of the

certificate of incorporation, by-laws or similar documents, instruments, or certificates (including amendments thereto) executed, adopted or filed in connection with the creation, formation, or organization of Guarantor or any of its subsidiaries.

(d) Governmental Approvals. No order, consent, approval, license, authorization, or validation of, or filing, recording or registration with (except as have been obtained or made), or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with, (i) the execution, delivery, and performance of this Guaranty or (ii) the legality, validity, binding effect, or enforceability of this Guaranty.

(e) Litigation. There are no actions, suits, or proceedings pending or, to the best knowledge of Guarantor, threatened (i) which purport to affect the legality, validity, or enforceability of this Guaranty or (ii) that could reasonably be expected to have a material adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

(f) The signatory party below has full authority to execute this Guaranty and to bind the Guarantor to its obligations herein.

12. In the event this Guaranty is collected or enforced by or through [Pipeline Abbreviation], Guarantor hereby agrees to reimburse [Pipeline Abbreviation] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. Guarantor covenants and agrees that, on and after the date hereof, Guarantor shall take, or will refrain from taking, as the case may be, all material actions that are necessary to be taken or not taken so that Shipper will be in material compliance with any provision, covenant, or agreement of Shipper contained in the FTS Agreement.
14. This Guaranty shall be binding upon Guarantor and the successors and permitted assigns of Guarantor and shall inure to the benefit of and be enforceable by [Pipeline Abbreviation] and its successors and permitted assigns. Guarantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of [Pipeline Abbreviation] which consent shall not be unreasonably withheld or delayed (and any such attempted assignment or transfer without such consent shall be null and void). Notwithstanding anything to the contrary herein, [Pipeline Abbreviation] may refuse to provide its consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to satisfy or comply with [Pipeline Abbreviation's] financial assurance or credit requirements whether pursuant to a credit agreement or not.
15. Except as otherwise provided herein, neither this Guaranty nor any provision hereof may be changed, waived, discharged, or terminated except with the written consent of Guarantor and [Pipeline Abbreviation].
16. Guarantor acknowledges that an executed (or conformed) copy of the PA and/or the FTS

Agreement, if executed at the time of execution of this Guaranty, has been made available to Guarantor and Guarantor is familiar with the contents thereof.

17. All notices, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given when (i) personally delivered to receiving party's physical address, (ii) sent by overnight courier service to receiving party's physical address; or (iii) sent by electronic transmission (email) with a courtesy copy sent via overnight courier service to 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:

If to Guarantor, to:

If to [Pipeline Abbreviation], to:

Florida Gas Transmission Company, LLC Attn: Credit Risk Management
1300 Main St.
Houston, Texas 77002-6803
Email: creditrisk@energytransfer.com

With a copy to:

Florida Gas Transmission Company, LLC Attn: Office of General Counsel
1300 Main St.
Houston, Texas 77002-6803
Email: generalcounsel.mailbox@energytransfer.com

18. CHOICE OF LAW. THIS GUARANTY 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 CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES OF ANY KIND ARISING FROM OR RELATING TO THIS GUARANTY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS, IN EACH CASE LOCATED IN DALLAS COUNTY, TEXAS, AND EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND EXCLUSIVE VENUE OF SUCH COURTS FOR ANY SUCH CLAIMS, SUITS, ACTIONS, PROCEEDINGS, OR DISPUTES. 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 GUARANTY.

19. Guarantor hereby confirms that it is its intention that this Guaranty not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or similar law, the Uniform Fraudulent Conveyance Act or any similar Federal, state or foreign law. To effectuate the foregoing intention, if enforcement of the liability of Guarantor under this Guaranty would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Guarantor hereunder shall be reduced to the maximum amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.
20. Any provision of this Guaranty held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
21. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS Agreement, supersedes all prior agreements, understandings and/or guaranties related to the subject matter hereof.
22. In the event this Guaranty or the executed signature page of this Guaranty is delivered by e-mail delivery (including, without limitation, a “.pdf” format data file), such delivery shall create a valid and binding obligation of the Guarantor with the same force and effect as if this Guaranty and/or the executed signature page of this Guaranty were an original thereof.

[signature page follows]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed and delivered as of the Effective Date.

GUARANTOR:

By: _____

Name: _____

Title: _____

EXHIBIT B

LETTER OF CREDIT FORMAT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ISSUER: [ISSUING BANK MUST HAVE MINIMUM RATINGS OF A- BY S&P AND A3 BY MOODY'S AND BE HEADQUARTERED IN THE U.S. OR BE THE U.S. BRANCH OF A FOREIGN BANK]

BENEFICIARY: FLORIDA GAS TRANSMISSION COMPANY, LLC
ATTN: CREDIT RISK MANAGEMENT
1300 MAIN STREET
HOUSTON, TX 77002-6803

APPLICANT: _____

AMOUNT: USD _____

EXPIRATION: TWELVE (12) MONTHS FROM ISSUANCE DATE

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR BY ORDER OF AND FOR THE ACCOUNT OF (INSERT APPLICANT'S NAME) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY ONE OR MORE OF THE FOLLOWING STATEMENTS PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY.

1. "WE HEREBY CERTIFY THAT (INSERT APPLICANT'S NAME) HAS FAILED TO MAKE PAYMENT WHEN DUE TO BENEFICIARY OR IS OTHERWISE IN BREACH UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S), IN EITHER CASE, BETWEEN BENEFICIARY AND APPLICANT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____"

OR

2. "BENEFICIARY IS ENTITLED TO DAMAGES ARISING OUT OF THE REJECTION, REPUDIATION, TERMINATION OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORTATION SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENT(S)"), IN EITHER CASE, UNDER THE U.S. BANKRUPTCY CODE, INSOLVENCY OR SIMILAR DEBTOR RELIEF LAW, AND BENEFICIARY HAS INCURRED LOSSES, COSTS, EXPENSES OR DAMAGES AS A RESULT OF SUCH BREACH BY APPLICANT OF ITS OBLIGATIONS UNDER THE AGREEMENT(S). THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____."

OR

3. "THE BENEFICIARY HAS RECEIVED NOTICE FROM [ISSUING BANK], AT LEAST NINETY (90) DAYS BEFORE THE CURRENT EXPIRATION DATE OF THIS LETTER OF CREDIT, THAT [ISSUING BANK] HAS ELECTED NOT TO EXTEND OR RENEW THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE YEAR PERIOD, AND APPLICANT HAS NOT PROVIDED TO THE BENEFICIARY AN IRREVOCABLE STANDBY LETTER OF CREDIT ACCEPTABLE TO BENEFICIARY IN REPLACEMENT HEREOF. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$ _____."

OR

4. "THERE HAS OCCURRED THE FILING OF A PETITION BY OR AGAINST APPLICANT SEEKING TO ADJUDICATE APPLICANT 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 IN EFFECT. THEREFORE, WE HEREBY DEMAND PAYMENT OF USD\$_____."

SPECIAL CONDITIONS:

- IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE OF THIS LETTER OF CREDIT UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY YOU BY COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD.
- ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.
- DRAW DOCUMENTS MAY BE PRESENTED IN PERSON OR BY COURIER TO ISSUING BANK'S ADDRESS [PLEASE PROVIDE] OR BY ELECTRONIC TRANSMISSION TO ISSUING BANK'S EMAIL ADDRESS [PLEASE PROVIDE] OR BY FACSIMILE TO ISSUING BANK'S FAX NUMBER [PLEASE PROVIDE].
- PARTIAL AND/OR MULTIPLE DRAWINGS ARE ALLOWED; HOWEVER, THE TOTAL AMOUNT OF ALL DRAWINGS IS NOT TO EXCEED THE AMOUNT OF THIS CREDIT.
- BENEFICIARY SHALL BE NOTIFIED VIA EMAIL TO **CREDITRISK@ENERGYTRANSFER.COM** WITHIN TWO (2) BUSINESS DAYS OF ISSUING BANK'S RECEIPT OF DRAWING OF ANY DISCREPANCIES NOTED BY ISSUING BANK ON DRAW DOCUMENTS PRESENTED.
- PAYMENT OF ANY AMOUNT DRAWN UNDER THIS LETTER OF CREDIT SHALL BE MADE IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS BY WIRE TRANSFER TO THE ACCOUNT OF BENEFICIARY IN ACCORDANCE WITH THE INSTRUCTIONS SUBMITTED WITH THE PRESENTATION OF DRAW DOCUMENTS, NO LATER THAN THE THIRD (3rd) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED, EMAILED OR FAXED IN ACCORDANCE WITH THE LETTER OF CREDIT TERMS.
- THE OBLIGATION OF THE BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF THE BANK AND IS NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO, AND/OR UPON THE BANK'S ABILITY TO PERFECT A SECURITY INTEREST OR ANY OTHER REIMBURSEMENT.
- IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND THE BANK'S CONTROL THAT INTERRUPTS OUR BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY OF PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION RE-OPENS FOR BUSINESS.
- THE ELECTRONIC TRANSMISSION OR FACSIMILE OF THIS LETTER OF CREDIT SHALL SERVE AS THE OPERATIVE INSTRUMENT UNTIL THE ORIGINAL IS RECEIVED BY THE BENEFICIARY.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AT OUR COUNTERS WITHIN THE VALIDITY DATE.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 (THE "ISP98"). ANY MATTERS NOT GOVERNED BY ISP98 SHALL BE GOVERNED IN ACCORDANCE WITH NEW YORK LAW WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. IN THE EVENT OF ANY CONFLICT, ISP98 SHALL CONTROL. ANY DISPUTES ARISING FROM OR IN CONNECTION WITH THIS STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN.

October 16, 2024

City of Walker
13600 Aydell Lane
Walker, LA 707852
Attention: Larry Williams

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. 132862

Dear Mr. Williams:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 31st day of October, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Walker (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated February 16, 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-WD-2 (“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 \$0.16 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: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____,

City of Walker

By: _____

Name: _____

Title: _____