



# Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

November 22, 2024

Ms. Debra-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 Agreements 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 December 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 executed copies of the non-conforming service agreements under Rate Schedule FTS-3, Contract Nos. 132461 and 132462, with City of Lakeland (“Lakeland”).

On June 1, 2023 FGT filed in Docket No. CP23-491-000, 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 capacity and increase throughput at FGT’s existing Compressor Station 30, acquire and modify an existing delivery lateral, and construct/modify/uprate, own maintain and operate certain natural gas compression and lateral facilities, and appurtenances in Polk and Hillsborough Counties, Florida to support its Lakeland Project (“Project”). Lakeland has contracted to receive incremental capacity under FGT’s Rate Schedule FTS-3 for: 1) 50,000 MMBtu/d for a primary term of 20 years effective on or near December 1, 2024 (Contract No. 132461); and 2) 5,000 MMBtu/d for a primary term of 10 years effective December 1, 2024 (Contract No. 132462). The parties entered into Contract Nos. 132461 and 132462 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 December 1, 2024.

The service agreements filed herein contain 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 agreements. FGT requests that the Commission find the non-conforming negotiated credit provisions reflect unique circumstances involved with constructing new infrastructure, do not present a risk of undue discrimination, do not affect the operational conditions of providing service, and do not result in any customer receiving a different quality of service.<sup>1</sup>

<sup>1</sup> See, e.g., Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP25-136-000 (issued Nov. 22, 2024); Letter Order, *Florida Gas Transmission Co., LLC*, Docket No. RP23-712-000 (issued May 17, 2023).

The service agreements filed herein also include negotiated rates as detailed in the Negotiated Rate Agreement associated with the contracts. The proposed tariff records provide the requisite information for negotiated rates including the name of the shipper, the negotiated rate, the type of service, the receipt and delivery points as well as the term applicable to the negotiated rate and the volume of gas to be transported under each negotiated rate agreement.

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

Appendix B attached hereto reflects the marked version of the Lakeland executed service agreements compared to the Rate Schedule FTS-3 form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff. Exhibit C is not applicable to the original service agreements, 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 agreements 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 December 1, 2024, the effective date of the service agreements. FGT respectfully requests the Commission grant waiver of Section 154.207 of the Commission's Regulations and any other waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on December 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 eight 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 agreements compared to the form of service agreement for Rate Schedule FTS-3 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 agreements are new tariff records, there is no marked version of the Version 0.0.0 tariff records included in the Marked Tariff attachment.

## COMMUNICATIONS, PLEADINGS AND ORDERS

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

**Michael T. Langston**<sup>2</sup>  
Vice President  
Chief Regulatory Officer  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7610  
(713) 989-1205 (Fax)  
[michael.langston@energytransfer.com](mailto:michael.langston@energytransfer.com)

**Dawn G. McGuire**<sup>2</sup>  
Associate General Counsel  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7938  
(713) 989-1189 (Fax)  
[dawn.mcguire@energytransfer.com](mailto:dawn.mcguire@energytransfer.com)

**Lawrence J. Biediger**<sup>2 3</sup>  
Sr. Director, Rates and Regulatory Affairs  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7670  
(713) 989-1205 (Fax)  
[larry.biediger@energytransfer.com](mailto:larry.biediger@energytransfer.com)

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

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

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

*/s/ Lawrence J. Biediger*

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

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<sup>2</sup> Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. FGT respectfully requests that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow FGT to include additional representatives on the official service list.

<sup>3</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

PART I  
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Part II Non-Conforming Service Agreements

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

Part III Non-Conforming Agreements with Negotiated Rates

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| 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                      |
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| Contract No. 122314 | Seminole Electric Cooperative, Inc.   |
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| Contract No. 122315 | Exhibits A, B, C                      |
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|                     |                                                          |
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| Contract No. 128228 | City of Gainesville d/b/a Gainesville Regional Utilities |
| Contract No. 128228 | Exhibits A, B, C                                         |
| Contract No. 128228 | Exhibit D                                                |
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| Contract No. 128458 | Orlando Utilities Commission                             |
| Contract No. 128458 | Exhibits A, B, C                                         |
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| Contract No. 128458 | Negotiated Rate Agreement                                |

|                     |                               |
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| Contract No. 132461 | Exhibits A, B, C              |
| Contract No. 132461 | Exhibit D                     |
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| Contract No. 132462 | City of Lakeland              |
| Contract No. 132462 | Exhibits A, B, C              |
| Contract No. 132462 | Exhibit D                     |
| Contract No. 132462 | Negotiated Rate Agreement     |

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132461) City of Lakeland

Option Code "A"

**FOR INTERNAL USE ONLY**

**Contract No. 132461**

**BA Id. 4241**

**DUNS No. 959116902**

**SERVICE AGREEMENT  
Firm Transportation Service – Market Area  
RATE SCHEDULE FTS-3  
Contract No. 132461**

THIS AGREEMENT entered into this 5th day of September, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), Lakeland, City of (herein called "Shipper"),

**WITNESSETH**

WHEREAS, Transporter proposes to construct, install, own, operate and maintain certain pipeline facilities necessary to provide firm natural gas transportation service to two new FGT meter stations located off the Lakeland Lateral in Polk County, FL to serve the Larsen and McIntosh plants and to acquire certain pipeline facilities from Shipper (the "Lakeland 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 – Not Applicable**

**ARTICLE II**

**Quantity**

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), 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 in Article IV herein.

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



## ARTICLE 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-3, (b) Rate Schedule FTS-3 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-3. 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

5.1 This Agreement shall become effective on the In-Service Date of the Lakeland Project (defined below) (or such earlier commencement date after the In-Service Date of the Lakeland Project to which the Parties mutually agree, in either case the "Effective Date") and shall continue for a term of twenty (20) years from the Effective Date (the "Primary Term"). The In-Service Date of the Lakeland 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 point(s) of receipt (set forth on Exhibit A) to the primary point(s) of delivery (set forth on Exhibit B). In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a Rollover Provision to be exercised pursuant to Section 20 of Transporter's FERC Gas Tariff, for all or any portion(s) of the Maximum Daily Transportation Quantity, for up to three (3) additional consecutive periods of four (4) years each (each an "Extension Term"), upon advance written notice to Transporter twelve (12) months before the expiration of the Primary Term or any Extension Term, as applicable.

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 rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

## 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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in the Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of

Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE 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: Lakeland, City of  
501 E. Lemon Street  
Lakeland, FL 33801-5079  
Attention: Tory Bombard  
Telephone No. (863)834-6207  
Fax No. (863)834-8393

## ARTICLE VIII

### Construction of Facilities

8.1 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.

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

## 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

Creditworthiness

Prior to Transporter’s execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter’s Tariff or comply with a Credit Agreement in a form substantially similar to that set forth in Exhibit D if such agreement is required by Transporter (i) in the event that Shipper is not or no longer deemed Creditworthy as defined in Exhibit D or (ii) in the case of an assignment of this Agreement.

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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

By Beth Hickey  
091FB2BFFC834A5...  
Name Beth Hickey  
Title EVP - US Gas Pipelines  
Date 10.5.2024

DS Initial  
DM AN MB

SHIPPER

Lakeland, City of

By Sandra Ruede  
Name Sandra Ruede  
Title Fuels Manager  
Date 09/05/2024

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132461) Exhibits A, B, C

Option Code "A"

**EXHIBIT A  
TO  
RATE SCHEDULE FTS-3 SERVICE AGREEMENT  
BETWEEN  
Florida Gas Transmission Company, LLC  
AND  
Lakeland, City of  
DATED**

**Contract No. 132461  
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 and any Extension Term(s).**

**Point(s) of Receipt**

**Maximum Daily Quantity (MMBtu)**

**Market**

| <b>Point Description</b>   | <b>Point</b>  | <b>Jan</b>    | <b>Feb</b>    | <b>Mar</b>    | <b>Apr</b>    | <b>May</b>    | <b>June</b>   | <b>July</b>   | <b>Aug</b>    | <b>Sept</b>   | <b>Oct</b>    | <b>Nov</b>    | <b>Dec</b>    |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Lakeland Gulfstream</b> | <b>100790</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> |
| <b>Market Total:</b>       |               | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> |
| <b>Total MDTQ:</b>         |               | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> |

**(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-3 SERVICE AGREEMENT  
BETWEEN  
Florida Gas Transmission Company, LLC  
AND  
Lakeland, City of  
DATED**

**Contract No. 132461  
Amendment 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 and any Extension Term(s).**

| <u>Point(s) of Delivery</u> |              | <u>Maximum Daily Quantity (MMBtu)</u> |               |               |               |               |               |               |               |               |               |               |               |
|-----------------------------|--------------|---------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Point Description</b>    | <b>Point</b> | <b>Jan</b>                            | <b>Feb</b>    | <b>Mar</b>    | <b>Apr</b>    | <b>May</b>    | <b>June</b>   | <b>July</b>   | <b>Aug</b>    | <b>Sept</b>   | <b>Oct</b>    | <b>Nov</b>    | <b>Dec</b>    |
| Lakeland McIntosh           | 55678        | 50,000                                | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        | 50,000        |
| Lakeland Generating         | 16280        | 25,000                                | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        | 25,000        |
| <b>Total MDTQ:</b>          |              | <b>50,000</b>                         | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> | <b>50,000</b> |

**(Quantities are exclusive of Fuel Reimbursement.)**

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132461) Exhibit D

Option Code "A"

**EXHIBIT D**  
**CREDIT AGREEMENT**  
**To**  
**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
**Lakeland, City of**  
**DATED**

**Contract No. 132461**  
**Amendment 0**



**Attachment 3**  
**Creditworthiness**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**RATE SCHEDULE FTS**  
**TRANSPORTATION AGREEMENT NO. \_\_\_\_\_**  
**DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this \_\_\_ day of \_\_\_, 202[ ], (“Credit Agreement”) is by and between Florida Gas Transmission Company, LLC (“Transporter”) and the [NAME] (“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 provide incremental firm natural gas transportation service to interconnect Transporter’s pipeline and provide incremental firm natural gas transportation service to Shipper (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an [Service Agreements] (the “FTS Agreement”); and

WHEREAS, pursuant to Section 6 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 below), as set forth under this Credit Agreement:

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

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

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

(B) If Shipper is deemed not or no longer “Creditworthy” pursuant to Section 1(A)(i) 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”), which Shipper may select any of the forms of Credit Support specified

herein and Transporter shall not unreasonably discriminate as to the Credit Support it determines to accept from the Shipper. The Credit Support instruments are further detailed 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 reasonable 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 and any extension thereof unless Shipper selects a cash deposit or Letter of Credit as Credit Support, in which case the Guaranty set forth in Exhibit A to this Agreement shall terminate with the effective date of termination of the Guaranty commensurate with the effective date of the posting of the cash deposit or Letter of Credit

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank deemed "Creditworthy" pursuant to Section 1(A) and otherwise acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time.

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

(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 expiration date no earlier than (a) twelve (12) calendar months after issuance thereof or (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, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its reasonable discretion; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, 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 three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its reasonable 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, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, 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 or Shipper's Guarantor 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 fail to be "Creditworthy" at any time thereafter.

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

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

(H) Transporter understands and agrees that Shipper's financial obligations pursuant to the Precedent Agreement, FTS Agreements and this Credit Agreement are secured solely by the operating revenues of Shipper's electric utility division and not by Shipper's assets.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

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

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

Shipper: City of Lakeland  
Attn: Finance Director  
228 South Massachusetts Avenue  
Lakeland, FL 33801  
Phone: 863-834-6224  
Email: Michael.Brossart@lakelandgov.net

Attention: Fuels Manager, Lakeland Electric  
Email: Tory.Bombard@lakelandgov.net  
with a copy to: AGM: Fiscal Operations, Lakeland Electric  
Email: Gina.Jacobi@lakelandgov.net  
Attn: City Attorney's Office  
Email: Palmer.Davis@lakelandgov.net

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

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

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

5. **Capacity Release or Assignment.** This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its reasonable discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

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

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

*[signature page follows]*

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

**[TRANSPORTER]**

By: B. H. King

Title: EVP US Gas Pipelines

Date: 3.25.2022

City of Lakeland

By: M. Brossart  
Michael Brossart

Title: Finance Director, City of Lakeland

Date: 2/28/22

MP  
GP  
DA  
DA  


## **EXHIBIT A**

### **GUARANTY**

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20[xx] (the "Effective Date"), by, ("Guarantor" or "Shipper"), in favor of [Pipeline], a Delaware limited liability company, ["Pipeline"].

#### **WITNESSETH:**

WHEREAS, [SHIPPER], a [(STATE OF INCORPORATION) (CORP, 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 [7] 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] and Shipper will enter into a firm transportation service agreement 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, (the "FTS Agreement");

WHEREAS, Shipper has certain obligations to [Pipeline] 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, including but not limited to, any damages that may be incurred or have been incurred by Pipeline, referred to as the "Guaranteed Obligations");

WHEREAS, [Pipeline] entered into the PA with Shipper on the condition that [Pipeline] 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.

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] 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] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline] and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline], 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 ten (10) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not 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] 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] 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 earlier occurrence of either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the FTS Agreement.
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. 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'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] against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor), except as expressly provided in Section 16 herein.

6. [Pipeline], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreements, the Credit Agreement and/or [Pipeline'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] 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] 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] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline] 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] 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.**
- 10. (a) Guarantor waives any right, except as shall be required by applicable statute or law and cannot be waived, to require [Pipeline] 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's] power whatsoever.**
- 11. In order to induce [Pipeline] to enter into the Agreement, Guarantor represents, warrants, and covenants that:**

  - (a) Status.** Guarantor (i) is a duly organized and validly existing municipality as set forth in Florida Statute Chapter 166, organized and existing in accordance with the laws of the State of Florida and 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 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 an attorney at law, Guarantor hereby agrees to reimburse [Pipeline] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. 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] 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] 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] may refuse to provide its

consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet [Pipeline's] credit requirements.

14. 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].
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") or facsimile with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses, email addresses, facsimile numbers set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); 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:

**City of Lakeland**  
Attn: Finance Department, Finance Director  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
Phone: 863-834-6224  
Facsimile: 863-834-8394  
Email: Michael.Brossart@lakelandgov.net

If to [Pipeline], to:

**[Pipeline]**  
Attn: Credit Risk Management  
1300 Main St.  
Houston, Texas 77002-6803  
Email: creditrisk@energytransfer.com

With a copy to:  
**[Pipeline]**  
Attn: Legal Department  
1300 Main St.  
Houston, Texas 77002-6803  
Facsimile: 713-989-1212

17. (a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF PIPELINE

**AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.**

**(b) The Guarantor agrees that any action or proceeding against the Guarantor to enforce, or arising out of, this Guaranty may be commenced in state or federal court in any county in the State of Florida Polk County, Florida or federal court in the United States District Court, Middle District of Florida, Tampa Division. The Guarantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with Section 16 hereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in any such court and any claim that any such proceeding brought in any such a court has been brought in an inconvenient forum.**

**(c) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND [PIPELINE] (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

- 18. 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.**
- 19. 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.**
- 20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement, Credit Agreement and FTS Agreement, supersedes all prior agreements related to the subject matter hereof.**
- 21. 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: Finance Director**

**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:** [BENEFICIARY - NAME THE PIPELINE]  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803

**APPLICANT:**

**AMOUNT:** USD \_\_\_\_\_

**EXPIRATION:** \_\_\_\_\_

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 DEFAULT UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT 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 OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE 'AGREEMENTS'), 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 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\$ \_\_\_\_\_."

**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, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].**
- **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 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 DOCUMENTS, NO LATER THAN THE THIRD (3<sup>RD</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED 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 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 1998, 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. 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 December 1, 2024

(Version 0.0.0, Contract No. 132461) Negotiated Rate Agreement

Option Code "A"



**Florida Gas Transmission Company**

An Energy Transfer/Kinder Morgan Affiliate

August 8, 2024

City of Lakeland  
501 E. Lemon St  
Lakeland, Florida 33801  
Attention: Tory Bombard, Fuels Manager, Lakeland Electric

**Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3, Contract No. 132461**

Dear Mr. Bombard:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 5th day of September, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Lakeland (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated March 25, 2022 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-3 (“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 (as specified below), 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 Tariff.
  - a. The 100% load factor fixed negotiated rate for years 1 through 5 of the Primary Term shall be \$0.25 per Dth.
  - b. The 100% load factor fixed negotiated rate for the remaining Primary Term shall be \$0.01 per Dth.
  - c. The 100% load factor fixed negotiated rate for any Extension Term shall be \$0.015 per Dth.

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

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

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

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

Sincerely,

Florida Gas Transmission Company, LLC

By: *Beth Hickey* DS Initial  
DocuSigned by:  
891FB2BFFC934A5  
Name: Beth Hickey DM MB  
Title: EVP - US Gas Pipelines DS  
AN

ACCEPTED AND AGREED TO:

This 5th day of September, 2024

City of Lakeland

By: *Sandra Ruede*

Name: Sandra Ruede

Title: Fuels Manager, Lakeland Electric

Title: Fuels Manager

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132462) City of Lakeland

Option Code "A"

**FOR INTERNAL USE ONLY**

**Contract No. 132462**

**BA Id. 4241**

**DUNS No. 959116302**

**SERVICE AGREEMENT**  
**Firm Transportation Service – Market Area**  
**RATE SCHEDULE FTS-3**  
**Contract No. 132462**

THIS AGREEMENT entered into this 5th day of September, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), Lakeland, City of (herein called "Shipper"),

**WITNESSETH**

WHEREAS, Transporter proposes to construct, install, own, operate and maintain certain pipeline facilities necessary to provide firm natural gas transportation service to two new FGT meter stations located off the Lakeland Lateral in Polk County, FL to serve the Larsen and McIntosh plants and to acquire certain pipeline facilities from Shipper (the "Lakeland 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 – Not Applicable**

**ARTICLE II**

**Quantity**

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), 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 in Article IV herein.

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

## ARTICLE 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-3, (b) Rate Schedule FTS-3 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-3. 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

5.1 This Agreement shall become effective on the In-Service Date of the Lakeland Project (defined below) (or such earlier commencement date after the In-Service Date of the Lakeland Project to which the Parties may mutually agree, in either case the "Effective Date") and shall continue for a term of ten (10) years from the Effective Date. The In-Service Date of the Lakeland 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 point(s) of receipt (set forth on Exhibit A) to the primary point(s) of delivery (set forth on Exhibit B). In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a Rollover Provision to be exercised pursuant to Section 20 of Transporter's FERC Gas Tariff, for all or any portion(s) of the Maximum Daily Transportation Quantity, for up to two (2) additional consecutive periods of five (5) year each (each an "Extension Term"), upon advance written notice to Transporter twelve (12) months before the expiration of the Primary Term or any Extension Term, as applicable.

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 rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

## 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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in the Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of



Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE 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: Lakeland, City of  
501 E. Lemon Street  
Lakeland, FL 33801-5079  
Attention: Tory Bombard  
Telephone No. (863)834-6207  
Fax No. (863)834-8393

## ARTICLE VIII

### Construction of Facilities

8.1 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.

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

## 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

Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff or comply with a Credit Agreement in a form substantially similar to that set forth in Exhibit D if such agreement is required by Transporter (I) in the event that Shipper is not or no longer deemed Creditworthy as defined in Exhibit D or (II) in the case of an assignment of this Agreement.

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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

By Beth Hickey  
Name Beth Hickey  
Title EVP - US Gas Pipelines  
Date 10.1.2024

SHIPPER

Lakeland, City of

By Sandra Ruede  
Name Sandra Ruede  
Title Fuels Manager  
Date 09/05/2024

DocuSigned by: DM AN MB

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132462) Exhibits A, B, C

Option Code "A"

**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
**Lakeland, City of**  
**DATED**

**Contract No. 132462**  
**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 and through the Primary Term and any Extension Term(s).**

| <u>Point(s) of Receipt</u> |              | <u>Maximum Daily Quantity (MMBtu)</u> |              |              |              |              |              |              |              |              |              |              |              |
|----------------------------|--------------|---------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Zone 3</b>              |              |                                       |              |              |              |              |              |              |              |              |              |              |              |
| <b>Point Description</b>   | <b>Point</b> | <b>Jan</b>                            | <b>Feb</b>   | <b>Mar</b>   | <b>Apr</b>   | <b>May</b>   | <b>June</b>  | <b>July</b>  | <b>Aug</b>   | <b>Sept</b>  | <b>Oct</b>   | <b>Nov</b>   | <b>Dec</b>   |
| <b>DestIn P/L</b>          | <b>71298</b> | <b>5,000</b>                          | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> |
| <b>Zone 3 Total:</b>       |              | <b>5,000</b>                          | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> |
| <b>Total MDTQ:</b>         |              | <b>5,000</b>                          | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> |

**(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-3 SERVICE AGREEMENT  
BETWEEN  
Florida Gas Transmission Company, LLC  
AND  
Lakeland, City of  
DATED**

**Contract No. 132462  
Amendment 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 and any Extension Term(s).**

| <u>Point(s) of Delivery</u> |              | <u>Maximum Daily Quantity (MMBtu)</u> |              |              |              |              |              |              |              |              |              |              |              |
|-----------------------------|--------------|---------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| <b>Point Description</b>    | <b>Point</b> | <b>Jan</b>                            | <b>Feb</b>   | <b>Mar</b>   | <b>Apr</b>   | <b>May</b>   | <b>June</b>  | <b>July</b>  | <b>Aug</b>   | <b>Sept</b>  | <b>Oct</b>   | <b>Nov</b>   | <b>Dec</b>   |
| Lakeland McIntosh           | 55687        | 5,000                                 | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        |
| Lakeland Generating         | 16820        | 5,000                                 | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        | 5,000        |
| <b>Total MDTQ:</b>          |              | <b>5,000</b>                          | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> | <b>5,000</b> |

**(Quantities are exclusive of Fuel Reimbursement.)**

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on December 1, 2024

(Version 0.0.0, Contract No. 132462) Exhibit D

Option Code "A"

**EXHIBIT D**  
**CREDIT AGREEMENT**  
**To**  
**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
**Lakeland, City of**  
**DATED**

**Contract No. 132462**  
**Amendment 0**

**Attachment 3**  
**Creditworthiness**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**RATE SCHEDULE FTS**  
**TRANSPORTATION AGREEMENT NO. \_\_\_\_\_**  
**DATED \_\_\_\_\_**

**CREDIT AGREEMENT**

This Credit Agreement, dated as of this \_\_ day of \_\_, 202[ ], (“Credit Agreement”) is by and between Florida Gas Transmission Company, LLC (“Transporter”) and the [NAME] (“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 provide incremental firm natural gas transportation service to interconnect Transporter’s pipeline and provide incremental firm natural gas transportation service to Shipper (the “Project”) and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an [Service Agreements] (the “PTS Agreement”); and

WHEREAS, pursuant to Section 6 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 below), as set forth under this Credit Agreement:

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

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

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

(B) If Shipper is deemed not or no longer “Creditworthy” pursuant to Section 1(A)(i) 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”), which Shipper may select any of the forms of Credit Support specified



herein and Transporter shall not unreasonably discriminate as to the Credit Support it determines to accept from the Shipper. The Credit Support instruments are further detailed 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 reasonable 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 and any extension thereof unless Shipper selects a cash deposit or Letter of Credit as Credit Support, in which case the Guaranty set forth in Exhibit A to this Agreement shall terminate with the effective date of termination of the Guaranty commensurate with the effective date of the posting of the cash deposit or Letter of Credit

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U. S. bank or the U.S. branch of a foreign bank deemed "Creditworthy" pursuant to Section 1(A) and otherwise acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the *lesser* of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time.

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

(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 expiration date no earlier than (a) twelve (12) calendar months after issuance thereof or (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, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its reasonable discretion; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, 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 three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of (a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its reasonable 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, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, 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 or Shipper's Guarantor 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 fail to be "Creditworthy" at any time thereafter.

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

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

(H) Transporter understands and agrees that Shipper's financial obligations pursuant to the Precedent Agreement, FTS Agreements and this Credit Agreement are secured solely by the operating revenues of Shipper's electric utility division and not by Shipper's assets.

2. **Notice.** Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

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

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

**Shipper:** City of Lakeland  
Attn: Finance Director  
228 South Massachusetts Avenue  
Lakeland, FL 33801  
Phone: 863-834-6224  
Email: [Michael.Brossart@lakelandgov.net](mailto:Michael.Brossart@lakelandgov.net)

Attention: Fuels Manager, Lakeland Electric  
Email: [Tory.Bombard@lakelandgov.net](mailto:Tory.Bombard@lakelandgov.net)  
with a copy to: AGM: Fiscal Operations, Lakeland Electric  
Email: [Gina.Jacobi@lakelandgov.net](mailto:Gina.Jacobi@lakelandgov.net)  
Attn: City Attorney's Office  
Email: [Palmer.Davis@lakelandgov.net](mailto:Palmer.Davis@lakelandgov.net)

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

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

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

5. **Capacity Release or Assignment.** This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its reasonable discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

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

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

*[signature page follows]*

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

[TRANSPORTER]

By: Bohling

Title: EVP US Gas Pipelines

Date: 3.25.2022

City of Lakeland

By: Michael Brossart

Title: Finance Director, City of Lakeland

Date: 2/28/22

MP  
GD  
DL  


**EXHIBIT A**

**GUARANTY**

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20[xx] (the "Effective Date"), by, ("Guarantor" or "Shipper"), in favor of [Pipeline], a Delaware limited liability company, ["Pipeline"].

**WITNESSETH:**

WHEREAS, [SHIPPER], a [(STATE OF INCORPORATION) (CORP, 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 [7] 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] and Shipper will enter into a firm transportation service agreement 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, (the "FTS Agreement");

WHEREAS, Shipper has certain obligations to [Pipeline] 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, including but not limited to, any damages that may be incurred or have been incurred by Pipeline, referred to as the "Guaranteed Obligations");

WHEREAS, [Pipeline] entered into the PA with Shipper on the condition that [Pipeline] 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.

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] 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] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline] and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline], 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 ten (10) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not 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] 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] 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 earlier occurrence of either (i) the full performance and full, final, and indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the FTS Agreement.
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. 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'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] against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor), except as expressly provided in Section 16 herein.
  
6. [Pipeline], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreements, the Credit Agreement and/or [Pipeline'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] 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] 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] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline] 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] 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.
10. (a) Guarantor waives any right, except as shall be required by applicable statute or law and cannot be waived, to require [Pipeline] 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's] power whatsoever.
11. In order to induce [Pipeline] to enter into the Agreement, Guarantor represents, warrants, and covenants that:

  - (a) Status. Guarantor (i) is a duly organized and validly existing municipality as set forth in Florida Statute Chapter 166, organized and existing in accordance with the laws of the State of Florida and 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 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 an attorney at law, Guarantor hereby agrees to reimburse [Pipeline] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
13. 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] 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] 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] may refuse to provide its

consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet [Pipeline's] credit requirements.

14. 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].
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") or facsimile with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses, email addresses, facsimile numbers set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); 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:

**City of Lakeland**  
Attn: Finance Department, Finance Director  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
Phone: 863-834-6224  
Facsimile: 863-834-8394  
Email: Michael.Brossart@lakelandgov.net

If to [Pipeline], to:

**[Pipeline]**  
Attn: Credit Risk Management  
1300 Main St.  
Houston, Texas 77002-6803  
Email: credlrisk@energytransfer.com

With a copy to:  
**[Pipeline]**  
Attn: Legal Department  
1300 Main St.  
Houston, Texas 77002-6803  
Facsimile: 713-989-1212

17. (a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF PIPELINE

**AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.**

**(b) The Guarantor agrees that any action or proceeding against the Guarantor to enforce, or arising out of, this Guaranty may be commenced in state or federal court in any county in the State of Florida Polk County, Florida or federal court in the United States District Court, Middle District of Florida, Tampa Division. The Guarantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with Section 16 hereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in any such court and any claim that any such proceeding brought in any such a court has been brought in an inconvenient forum.**

**(c) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND [PIPELINE] (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

- 18. 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.**
- 19. 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.**
- 20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement, Credit Agreement and FTS Agreement, supersedes all prior agreements related to the subject matter hereof.**
- 21. 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: Finance Director**

**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:** [BENEFICIARY = NAME THE PIPELINE]  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803

**APPLICANT:**

**AMOUNT:** USD \_\_\_\_\_

**EXPIRATION:** \_\_\_\_\_

**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 DEFAULT UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT 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 OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE "AGREEMENTS"), 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 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\$ \_\_\_\_\_."**

**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, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: {ISSUING BANK'S ADDRESS}.**
- **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 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 DOCUMENTS, NO LATER THAN THE THIRD (3<sup>rd</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED 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 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 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 690 (THE "ISP98"). ANY MATTERS NOT GOVERNED BY ISP98 SHALL BE GOVERNED IN ACCORDANCE WITH NEW YORK LAW WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. 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 December 1, 2024

(Version 0.0.0, Contract No. 132462) Negotiated Rate Agreement

Option Code "A"



**Florida Gas Transmission Company**

An Energy Transfer/Kinder Morgan Affiliate

August 8, 2024

City of Lakeland  
501 E. Lemon St  
Lakeland, Florida 33801  
Attention: Tory Bombard, Fuels Manager, Lakeland Electric

**Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3, Contract No. 132462**

Dear Mr. Bombard:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 5th day of September, 2024- by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Lakeland (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated March 25, 2022 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-3 (“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 \$0.725 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

specified in the Service Agreement and at all alternative receipt points and delivery points in Transporter's Western Division and Market Area. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

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

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

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

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

Sincerely,

Florida Gas Transmission Company, LLC

By: *Beth Hickey*  
DocuSigned by:  
891FB2BFFC934A5...  
Name: Beth Hickey  
Title: EVP - US Gas Pipelines

DS Initial  
*DM* *MB*  
DS  
*AN*

ACCEPTED AND AGREED TO:

This 5th day of September, 2024

City of Lakeland

By: *Sandra Ruede*

Name: Sandra Ruede

Title: Fuels Manager, Lakeland Electric

Title: Fuels Manager

MARKED VERSION

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

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| Contract No. 111144 | Name Change                           |
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Contract No. 129293 Negotiated Rate Agreement

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Contract No. 130068 Exhibit D  
Contract No. 130068 Negotiated Rate Agreement

Contract No. 132653 Tampa Electric Company  
Contract No. 132653 Exhibits A, B, C  
Contract No. 132653 Exhibit D  
Contract No. 132653 Negotiated Rate Agreement

Contract No. 132862 City of Walker  
Contract No. 132862 Exhibits A, B, C  
Contract No. 132862 Exhibit D  
Contract No. 132862 Negotiated Rate Agreement

Contract No. 132461 City of Lakeland  
Contract No. 132461 Exhibits A, B, C  
Contract No. 132461 Exhibit D  
Contract No. 132461 Negotiated Rate Agreement

Contract No. 132462 City of Lakeland  
Contract No. 132462 Exhibits A, B, C  
Contract No. 132462 Exhibit D  
Contract No. 132462 Negotiated Rate Agreement



Executed Service Agreements

Compared to Rate Schedule FTS-3 Form of Service Agreement  
In FGT's Fifth Revised Volume No. 1 Tariff

City of Lakeland  
(Contract No. 132461)

City of Lakeland  
(Contract No. 132462)

**SERVICE AGREEMENT**  
**Firm Transportation Service – Market Area**  
**RATE SCHEDULE FTS-3**  
**Contract No. 132461**

THIS AGREEMENT entered into this 5th day of September, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called “Transporter”), Lakeland, City of (herein called “Shipper”),

WITNESSETH

WHEREAS, Transporter proposes to construct, install, own, operate and maintain certain pipeline facilities necessary to provide firm natural gas transportation service to two new FGT meter stations located off the Lakeland Lateral in Polk County, FL to serve the Larsen and McIntosh plants and to acquire certain pipeline facilities from Shipper (the “Lakeland 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 – Not Applicable

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity (“MDTQ”) is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter’s fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points ,up to the maximum daily quantity (“MDQ”) specified for each receipt point as set out on Exhibit A, plus Transporter’s fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter’s fuel, if applicable (as provided in Rate Schedule FTS-3), 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 in Article IV herein.

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

## ARTICLE 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-3, (b) Rate Schedule FTS-3 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-3. 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

5.1 This Agreement shall become effective on the In-Service Date of the Lakeland Project (defined below) (or such earlier commencement date after the In-Service Date of the Lakeland Project to which the Parties mutually agree, in either case the "Effective Date") and shall continue for a term of twenty (20) years from the Effective Date (the "Primary Term"). The In-Service Date of the Lakeland 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 point(s) of receipt (set forth on Exhibit A) to the primary point(s) of delivery (set forth on Exhibit B). In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a Rollover Provision to be exercised pursuant to Section 20 of Transporter's FERC Gas Tariff, for all or any portion(s) of the Maximum Daily Transportation Quantity, for up to three (3) additional consecutive periods of four (4) years each (each an "Extension Term"), upon advance written notice to Transporter twelve (12) months before the expiration of the Primary Term or any Extension Term, as applicable.

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 rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

## 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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in the Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of

Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE 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: [Lakeland, City of](#)  
[501 E. Lemon Street](#)  
[Lakeland, FL 33801-5079](#)  
Attention: [Tory Bombard](#)  
Telephone No. [\(863\)834-6207](#)  
Fax No. [\(863\)834-8393](#)

## ARTICLE VIII

### Construction of Facilities

8.1 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.

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

## 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

Creditworthiness

Prior to Transporter’s execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter’s Tariff or comply with a Credit Agreement in a form substantially similar to that set forth in Exhibit D if such agreement is required by Transporter (i) in the event that Shipper is not or no longer deemed Creditworthy as defined in Exhibit D or (ii) in the case of an assignment of this Agreement. ~~In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.~~

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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, ~~and 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

SHIPPER

Florida Gas Transmission Company, LLC

Lakeland, City of

By \_\_\_\_\_

By \_\_\_\_\_

Name Beth Hickey

Name Sandra Ruede

Title EVP – US Gas Pipelines

Title Fuels Manager

Date 10.5.2024

Date 09/05/2024

**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
Lakeland, City of  
**DATED**

**Contract No. 132461**  
**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 and any Extension Term(s).**

**Point(s) of Receipt**

**Maximum Daily Quantity (MMBtu)**

**Market**

| <b><u>Point Description</u></b>   | <b><u>Point</u></b>  | <b><u>Jan</u></b>    | <b><u>Feb</u></b>    | <b><u>Mar</u></b>    | <b><u>Apr</u></b>    | <b><u>May</u></b>    | <b><u>June</u></b>   | <b><u>July</u></b>   | <b><u>Aug</u></b>    | <b><u>Sept</u></b>   | <b><u>Oct</u></b>    | <b><u>Nov</u></b>    | <b><u>Dec</u></b>    |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b><u>Lakeland Gulfstream</u></b> | <b><u>100790</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> |
| <b><u>Market Total:</u></b>       |                      | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> |
| <b><u>Total MDTQ:</u></b>         |                      | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> |

**(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-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
Lakeland, City of  
**DATED**

**Contract No. 132461**  
**Amendment 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 and any Extension Term(s).**

**Point(s) of Delivery**

**Maximum Daily Quantity (MMBtu)**

| <b><u>Point Description</u></b>   | <b><u>Point</u></b> | <b><u>Jan</u></b>    | <b><u>Feb</u></b>    | <b><u>Mar</u></b>    | <b><u>Apr</u></b>    | <b><u>May</u></b>    | <b><u>June</u></b>   | <b><u>July</u></b>   | <b><u>Aug</u></b>    | <b><u>Sept</u></b>   | <b><u>Oct</u></b>    | <b><u>Nov</u></b>    | <b><u>Dec</u></b>    |
|-----------------------------------|---------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b><u>Lakeland McIntosh</u></b>   | <b><u>55678</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> |
| <b><u>Lakeland Generating</u></b> | <b><u>16280</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> | <b><u>25,000</u></b> |
| <b><u>Total MDTQ:</u></b>         |                     | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> | <b><u>50,000</u></b> |

**(Quantities are exclusive of Fuel Reimbursement.)**

**EXHIBIT D**

**CREDIT AGREEMENT**

**To**

**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**

**BETWEEN**

**Florida Gas Transmission Company, LLC**

**AND**

**Lakeland, City of**

**DATED**

**Contract No. 132461**

**Amendment 0**



**Attachment 3**  
**Creditworthiness**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**RATE SCHEDULE FFS**  
**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 the [NAME] ("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 provide incremental firm natural gas transportation service to interconnect Transporter's pipeline and provide incremental firm natural gas transportation service to Shipper (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an [Service Agreements] (the "FTS Agreement"); and

WHEREAS, pursuant to Section 6 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 below), as set forth under this Credit Agreement:

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

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

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

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to Section 1(A)(i) 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"), which Shipper may select any of the forms of Credit Support specified

herein and Transporter shall not unreasonably discriminate as to the Credit Support it determines to accept from the Shipper. The Credit Support instruments are further detailed 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 I(A) above and that is otherwise acceptable to Transporter, in Transporter's reasonable 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 and any extension thereof unless Shipper selects a cash deposit or Letter of Credit as Credit Support, in which case the Guaranty set forth in Exhibit A to this Agreement shall terminate with the effective date of termination of the Guaranty commensurate with the effective date of the posting of the cash deposit or Letter of Credit

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U.S. bank or the U.S. branch of a foreign bank deemed "Creditworthy" pursuant to Section I(A) and otherwise acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the lesser of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the lesser of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time.

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

(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 expiration date no earlier than (a) twelve (12) calendar months after issuance thereof or (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, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its reasonable discretion; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, 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 hereafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of

(a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its reasonable 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, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, 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 or Shipper's Guarantor 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 fail to be "Creditworthy" at any time thereafter.

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

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

(H) Transporter understands and agrees that Shipper's financial obligations pursuant to the Precedent Agreement, FTS Agreements and this Credit Agreement are secured solely by the operating revenues of Shipper's electric utility division and not by Shipper's assets.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

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

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

Shipper: City of Lakeland  
Attn: Finance Director  
228 South Massachusetts Avenue  
Lakeland, FL 33801  
Phone: 863-834-6224  
Email: [Michael.Brossart@lakelandgov.net](mailto:Michael.Brossart@lakelandgov.net)

Attention: Fuels Manager, Lakeland Electric  
Email: [Tory.Bombard@lakelandgov.net](mailto:Tory.Bombard@lakelandgov.net)  
with a copy to: AGM: Fiscal Operations, Lakeland Electric  
Email: [Gina.Jacobi@lakelandgov.net](mailto:Gina.Jacobi@lakelandgov.net)  
Attn: City Attorney's Office  
Email: [Palmer.Davis@lakelandgov.net](mailto:Palmer.Davis@lakelandgov.net)

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

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

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its reasonable discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

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

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

*[signature page follows]*

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

[TRANSPORTER] City of Lakeland

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

\_\_\_\_\_ Michael Brossart

Title: EVP US Gas Pipelines Title: Finance Director, City of Lakeland

Date: 3-25-2022 Date: 2/28/22

## EXHIBIT A

### GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20[xx] (the "Effective Date"), by, ("Guarantor" or "Shipper"), in favor of [Pipeline], a Delaware limited liability company, ["Pipeline"].

#### WITNESSETH:

WHEREAS, [SHIPPER], a [(STATE OF INCORPORATION) (CORP, 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 [7] 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] and Shipper will enter into a firm transportation service agreement 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, {the "FTS Agreement});

WHEREAS, Shipper has certain obligations to (Pipeline) 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, including but not limited to, any damages that may be incurred or have been incurred by Pipeline, referred to as the "Guaranteed Obligations");

WHEREAS, [Pipeline] entered into the PA with Shipper on the condition that (Pipeline) 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.**

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] 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] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline] and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline], 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 ten (10) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not 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] 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] 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 earlier occurrence of either (i) the full performance and full, final, and Indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the FTS Agreement.
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. 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'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] against, and any other notice to, any party liable thereon (Including Guarantor or any other guarantor), except as expressly provided in Section 16 herein.
  
6. [Pipeline], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreements, the Credit Agreement and/or (Pipeline'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] 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] 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] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline] 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] 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.
  
10. (a) Guarantor waives any right, except as shall be required by applicable statute or law and cannot be waived, to require [Pipeline] 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's] power whatsoever.
  
11. In order to induce [Pipeline] to enter into the Agreement, Guarantor represents, warrants, and covenants that:
  - (a) Status. Guarantor (i) is a duly organized and validly existing municipality as set forth in Florida Statute Chapter 166, organized and existing in accordance with the laws of the State of Florida and 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 \_\_\_\_\_ 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 \_\_\_\_\_ results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.
  
  - (b) \_\_\_\_\_ and Authority. Guarantor has the \_\_\_\_\_ 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 \_\_\_\_\_ 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 an attorney at law, Guarantor hereby agrees to reimburse [Pipeline] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
  
13. 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] 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] 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] may refuse to provide its

consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet **[Pipeline's]** credit requirements.

14. 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]**.
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") or facsimile with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses, email addresses, facsimile numbers set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); 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:

**City of Lakeland**

Attn: Finance Department, Finance Director  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
Phone:863-834-6224  
Facsimile: 863-834-8394  
Email: Michael.Brossart@lakelandgov.net

If to **[Pipeline]**, to:

**[Pipeline]**

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

With a copy to:

**[Pipeline]**

Attn: Legal Department  
1300 Main St.  
Houston, Texas 77002-6803  
Facsimile: 713-989-1212

17. (a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF PIPELINE

AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) The Guarantor agrees that any action or proceeding against the Guarantor to enforce, or arising out of, this Guaranty may be commenced in state or federal court in any county in the State of Florida Polk County, Florida or federal court in the United States District Court, Middle District of Florida, Tampa Division. The Guarantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with Section 16 hereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in any such court and any claim that any such proceeding brought in any such a court has been brought in an inconvenient forum.

(c) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND [PIPELINE] (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. 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.
19. 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.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement, Credit Agreement and FTS Agreement, supersedes all prior agreements related to the subject matter hereof.
21. 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: Finance Director

## 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: [BENEFICIARY - NAME THE PIPELINE]  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD \_\_\_\_\_

EXPIRATION: \_\_\_\_\_

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 DEFAULT UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT 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 OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE •AGREEMENTS.), 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 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\$ \_\_\_\_\_."

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, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].
- 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 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 DOCUMENTS, NO LATER THAN THE THIRD (3<sup>RD</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED 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 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 1998, 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. 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

An Energy Transfer/Kinder Morgan Affiliate

August 8, 2024

City of Lakeland  
501 E. Lemon St  
Lakeland, Florida 33801  
Attention: Tory Bombard, Fuels Manager, Lakeland Electric

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3, Contract No. 132461

Dear Mr. Bombard:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 5<sup>th</sup> day of September, 2024 by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Lakeland (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated March 25, 2022 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-3 (“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 (as specified below), 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 Tariff.
  - a. The 100% load factor fixed negotiated rate for years 1 through 5 of the Primary Term shall be \$0.25 per Dth.
  - b. The 100% load factor fixed negotiated rate for the remaining Primary Term shall be \$0.01 per Dth.
  - c. The 100% load factor fixed negotiated rate for any Extension Term shall be \$0.015 per Dth.

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

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

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

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

Sincerely,

Florida Gas Transmission Company, LLC

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

Name: Beth Hickey \_\_\_\_\_

Title: EVP – US Gas Pipelines \_\_\_\_\_

ACCEPTED AND AGREED TO:

This 5th day of September , 2024

City of Lakeland

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

Name: Sandra Ruede \_\_\_\_\_

Title: Fuels Manager, Lakeland Electric

Title: Fuels Manager \_\_\_\_\_

**SERVICE AGREEMENT**  
**Firm Transportation Service – Market Area**  
**RATE SCHEDULE FTS-3**  
**Contract No. 132462**

THIS AGREEMENT entered into this 5th day of September, 2024, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called “Transporter”), Lakeland, City of (herein called “Shipper”),

WITNESSETH

WHEREAS, Transporter proposes to construct, install, own, operate and maintain certain pipeline facilities necessary to provide firm natural gas transportation service to two new FGT meter stations located off the Lakeland Lateral in Polk County, FL to serve the Larsen and McIntosh plants and to acquire certain pipeline facilities from Shipper (the “Lakeland 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 – Not Applicable

ARTICLE II

Quantity

2.1 The Maximum Daily Transportation Quantity (“MDTQ”) is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter’s fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity (“MDQ”) specified for each receipt point as set out on Exhibit A, plus Transporter’s fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter’s fuel, if applicable (as provided in Rate Schedule FTS-3), 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 in Article IV herein.

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

## ARTICLE 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-3, (b) Rate Schedule FTS-3 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-3. 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

5.1 This Agreement shall become effective on the In-Service Date of the Lakeland Project (defined below) (or such earlier commencement date after the In-Service Date of the Lakeland Project to which the Parties may mutually agree, in either case the "Effective Date") and shall continue for a term of ten (10) years from the Effective Date. The In-Service Date of the Lakeland 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 point(s) of receipt (set forth on Exhibit A) to the primary point(s) of delivery (set forth on Exhibit B). In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper shall have a Rollover Provision to be exercised pursuant to Section 20 of Transporter's FERC Gas Tariff, for all or any portion(s) of the Maximum Daily Transportation Quantity, for up to two (2) additional consecutive periods of five (5) year each (each an "Extension Term"), upon advance written notice to Transporter twelve (12) months before the expiration of the Primary Term or any Extension Term, as applicable.

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 rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

## 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 to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in the Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of

Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

## ARTICLE 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: [Lakeland, City of](#)  
[501 E. Lemon Street](#)  
[Lakeland, FL 33801-5079](#)  
Attention: [Tory Bombard](#)  
Telephone No. [\(863\)834-6207](#)  
Fax No. [\(863\)834-8393](#)

## ARTICLE VIII

### Construction of Facilities

8.1 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.

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

## 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

Creditworthiness

Prior to Transporter’s execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter’s Tariff or comply with a Credit Agreement in a form substantially similar to that set forth in Exhibit D if such agreement is required by Transporter (i) in the event that Shipper is not or no longer deemed Creditworthy as defined in Exhibit D or (ii) in the case of an assignment of this Agreement. ~~In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.~~

ARTICLE XII

Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

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, ~~and 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

SHIPPER

Florida Gas Transmission Company, LLC

Lakeland, City of

By \_\_\_\_\_

By \_\_\_\_\_

Name Beth Hickey

Name Sandra Ruede

Title EVP – US Gas Pipelines

Title Fuels Manager

Date 10.5.2024

Date 9/05/2024



**EXHIBIT A**  
**TO**  
**RATE SCHEDULE FTS-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
Lakeland, City of  
**DATED**

**Contract No. 132462**  
**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 and through the Primary Term and any Extension Term(s).**

**Point(s) of Receipt**

**Maximum Daily Quantity (MMBtu)**

**Zone 3**

| <b><u>Point Description</u></b> | <b><u>Point</u></b> | <b><u>Jan</u></b>   | <b><u>Feb</u></b>   | <b><u>Mar</u></b>   | <b><u>Apr</u></b>   | <b><u>May</u></b>   | <b><u>June</u></b>  | <b><u>July</u></b>  | <b><u>Aug</u></b>   | <b><u>Sept</u></b>  | <b><u>Oct</u></b>   | <b><u>Nov</u></b>   | <b><u>Dec</u></b>   |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b><u>Destin P/L</u></b>        | <b><u>71298</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |
| <b><u>Zone 3 Total:</u></b>     |                     | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |
| <b><u>Total MDTQ:</u></b>       |                     | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |

**(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-3 SERVICE AGREEMENT**  
**BETWEEN**  
**Florida Gas Transmission Company, LLC**  
**AND**  
Lakeland, City of  
**DATED**

**Contract No. 132462**  
**Amendment 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 and any Extension Term(s).**

**Point(s) of Delivery**

**Maximum Daily Quantity (MMBtu)**

| <b><u>Point Description</u></b>   | <b><u>Point</u></b> | <b><u>Jan</u></b>   | <b><u>Feb</u></b>   | <b><u>Mar</u></b>   | <b><u>Apr</u></b>   | <b><u>May</u></b>   | <b><u>June</u></b>  | <b><u>July</u></b>  | <b><u>Aug</u></b>   | <b><u>Sept</u></b>  | <b><u>Oct</u></b>   | <b><u>Nov</u></b>   | <b><u>Dec</u></b>   |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b><u>Lakeland McIntosh</u></b>   | <b><u>55687</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |
| <b><u>Lakeland Generating</u></b> | <b><u>16820</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |
| <b><u>Total MDTQ:</u></b>         |                     | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> | <b><u>5,000</u></b> |

**(Quantities are exclusive of Fuel Reimbursement.)**

EXHIBIT D

CREDIT AGREEMENT

To

RATE SCHEDULE FTS-3 SERVICE AGREEMENT

BETWEEN

Florida Gas Transmission Company, LLC

AND

Lakeland, City of

DATED

Contract No. 132462

Amendment 0

**Attachment 3**  
**Creditworthiness**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**RATE SCHEDULE FFS**  
**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 the [NAME] ("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 provide incremental firm natural gas transportation service to interconnect Transporter's pipeline and provide incremental firm natural gas transportation service to Shipper (the "Project") and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into an [Service Agreements] (the "FTS Agreement"); and

WHEREAS, pursuant to Section 6 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 below), as set forth under this Credit Agreement:

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

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

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

(B) If Shipper is deemed not or no longer "Creditworthy" pursuant to Section 1(A)(i) 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"), which Shipper may select any of the forms of Credit Support specified

herein and Transporter shall not unreasonably discriminate as to the Credit Support it determines to accept from the Shipper. The Credit Support instruments are further detailed 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 I(A) above and that is otherwise acceptable to Transporter, in Transporter's reasonable 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 and any extension thereof unless Shipper selects a cash deposit or Letter of Credit as Credit Support, in which case the Guaranty set forth in Exhibit A to this Agreement shall terminate with the effective date of termination of the Guaranty commensurate with the effective date of the posting of the cash deposit or Letter of Credit

(ii) a cash deposit or an irrevocable standby letter of credit that is in the form set forth in Exhibit B hereto ("Letter of Credit") and issued by a bank which is a U.S. bank or the U.S. branch of a foreign bank deemed "Creditworthy" pursuant to Section I(A) and otherwise acceptable to Transporter, in Transporter's reasonable judgment, in either case securing the full and faithful performance and payment of all of Shipper's obligations for the entire term under this Precedent Agreement and the FTS Agreement, as may be extended from time to time, and in either case such cash deposit or Letter of Credit, or any combination thereof, shall equal to the total aggregate dollar value of 12 months of reservation charges due from Shipper for the Contract MDQ under the FTS Agreement, as may be extended from time to time.

(iii) At any time during the term of this Precedent Agreement and the FTS Agreement, in the event any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor or parent company, as applicable, is assigned a negative outlook, then the amount of Letter of Credit or cash deposit shall increase to the lesser of (i) 18 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS Agreement, as may be extended from time to time. Furthermore, in the event that any of the Debt Rating(s) assigned to Shipper, Shipper's Guarantor, or parent company, as applicable, no longer complies with the Creditworthy standard as set forth above, then the amount of Letter of Credit or cash deposit shall increase to the lesser of (i) 24 months of reservation charges due from Shipper for the Contract MDQ or (ii) the number of months remaining in the term under the FTS-3 Agreement, as may be extended from time to time.

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

(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 expiration date no earlier than (a) twelve (12) calendar months after issuance thereof or (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, as may be extended from time to time. All extensions or amendments of the Letter of Credit shall be delivered to Transporter in a form and from a bank satisfactory to Transporter in its reasonable discretion; provided, however, that any automatic renewal or extension of a Letter of Credit in accordance with the terms thereof shall be deemed to satisfy Shipper's obligation to furnish extensions or replacements of such Letter of Credit. Transporter shall have the right to draw against any outstanding Letter of Credit upon: (a) Shipper's failure to make any payment when due under either the Precedent Agreement and/or the FTS Agreement; or (b) Shipper's failure or refusal to timely deliver any applicable extension, amendment or replacement of an outstanding Letter of Credit as provided herein; or (c) the rejection, repudiation, 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 hereafter in effect. If Transporter draws on a Letter of Credit in part or in whole, Shipper shall immediately, and in no event later than three (3) business days thereafter, provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit. The Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any cash deposit held by Transporter shall be returned to Shipper, as the Transporter's election, on or before the sixtieth (60th) day after the *later* to occur of

(a) the date on which both the Precedent Agreement and the FTS Agreement have terminated or expired and (b) the date on which all of Shipper's performance and payment obligations under the Precedent Agreement and the FTS Agreement (including, without limitation, any damages arising from either such agreement) have been fulfilled as determined by the Transporter.

(E) Credit Support in the form of a cash deposit or proceeds from draws under a Letter of Credit may be applied by Transporter, in its reasonable 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, repudiation or breach of either the Precedent Agreement or the FTS Agreement under the U.S. Bankruptcy Code, insolvency or similar debtor relief law) under either the Precedent Agreement or the FTS Agreement for which Transporter is legally entitled to receive payment. If the application of a cash deposit or proceeds from draws under a Letter of Credit fully extinguishes such Credit Support and the Precedent Agreement or the FTS Agreement is still in effect, Shipper shall immediately thereafter provide a replacement Letter of Credit in an amount equal to the amount drawn by Transporter or immediately provide a replacement cash deposit. Any application of a cash deposit or proceeds from draws made by Transporter under a Letter of Credit shall *not* relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Letter of Credit or application of such cash deposit.

(F) Notwithstanding anything in Section 1(B) hereof, in the event Shipper provides Credit Support pursuant to Section 1(B)(ii) hereof, but thereafter satisfies Section 1(A), Shipper's Guaranty, 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 or Shipper's Guarantor 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 fail to be "Creditworthy" at any time thereafter.

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

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

(H) Transporter understands and agrees that Shipper's financial obligations pursuant to the Precedent Agreement, FTS Agreements and this Credit Agreement are secured solely by the operating revenues of Shipper's electric utility division and not by Shipper's assets.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered if delivered by hand, by nationally recognized overnight courier service, electronic transmission (E-mail) or by certified mail (postage prepaid, return receipt requested) to the other Party's address set forth below:

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

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

Shipper: City of Lakeland  
Attn: Finance Director  
228 South Massachusetts Avenue  
Lakeland, FL 33801  
Phone: 863-834-6224  
Email: [Michael.Brossart@lakelandgov.net](mailto:Michael.Brossart@lakelandgov.net)

Attention: Fuels Manager, Lakeland Electric  
Email: [Tory.Bombard@lakelandgov.net](mailto:Tory.Bombard@lakelandgov.net)  
with a copy to: AGM: Fiscal Operations, Lakeland Electric  
Email: [Gina.Jacobi@lakelandgov.net](mailto:Gina.Jacobi@lakelandgov.net)  
Attn: City Attorney's Office  
Email: [Palmer.Davis@lakelandgov.net](mailto:Palmer.Davis@lakelandgov.net)

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

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

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

5. Capacity Release or Assignment. This Credit Agreement and the obligations of the Parties hereunder shall apply to any subsequent permissible acquiring shipper(s) under the FTS Agreement or assignee(s) of the Precedent Agreement; provided, however, if Transporter determines, at its reasonable discretion, that an acquiring shipper or assignee is not "Creditworthy," Transporter shall have the right to demand Credit Support to secure the acquiring shipper's full payment obligations under the replacement FTS Agreement. In the event that Shipper (or its successors) desires to assign or release its interest in the Precedent agreement or the executed FTS Agreement, as applicable, the assignee or acquiring shipper (under capacity release), shall be required to enter into a new Credit Agreement in its own name.

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

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

*[signature page follows]*



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

[TRANSPORTER] City of Lakeland

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

\_\_\_\_\_ Michael Brossart

Title: EVP US Gas Pipelines Title: Finance Director, City of Lakeland

Date: 3-25-2022 Date: 2/28/22

## EXHIBIT A

### GUARANTY

THIS GUARANTY (this "Guaranty") is made and entered into and effective as of [DATE], 20[xx] (the "Effective Date"), by, ("Guarantor" or "Shipper"), in favor of [Pipeline], a Delaware limited liability company, ["Pipeline"].

#### WITNESSETH:

WHEREAS, [SHIPPER], a [(STATE OF INCORPORATION) (CORP, 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 [7] 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] and Shipper will enter into a firm transportation service agreement 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, {the "FTS Agreement});

WHEREAS, Shipper has certain obligations to (Pipeline) 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, including but not limited to, any damages that may be incurred or have been incurred by Pipeline, referred to as the "Guaranteed Obligations");

WHEREAS, [Pipeline] entered into the PA with Shipper on the condition that (Pipeline) 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.**

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] 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] for payment hereunder shall be in writing, signed by a duly authorized representative of [Pipeline] and delivered to Guarantor pursuant to Section 16 "Notices" hereof, and shall (a) reference this Guaranty, (b) specifically identify [Pipeline], 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 ten (10) business days of receipt of such demand.

2. This Guaranty shall constitute a guaranty of payment and not 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] 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] 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 earlier occurrence of either (i) the full performance and full, final, and Indefeasible payment or satisfaction in full of all Guaranteed Obligations or (ii) termination of the Precedent Agreement and/or the FTS Agreement.
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. 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'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] against, and any other notice to, any party liable thereon (Including Guarantor or any other guarantor), except as expressly provided in Section 16 herein.

6. [Pipeline], to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS Agreements, the Credit Agreement and/or (Pipeline'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] 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] 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] to any other or further action in any circumstances without notice or demand. It is not necessary for [Pipeline] 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] 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.
  
10. (a) Guarantor waives any right, except as shall be required by applicable statute or law and cannot be waived, to require [Pipeline] 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's] power whatsoever.
  
11. In order to induce [Pipeline] to enter into the Agreement, Guarantor represents, warrants, and covenants that:
  - (a) Status. Guarantor (i) is a duly organized and validly existing municipality as set forth in Florida Statute Chapter 166, organized and existing in accordance with the laws of the State of Florida and 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 \_\_\_\_\_ 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 \_\_\_\_\_ results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.
  
  - (b) \_\_\_\_\_ and Authority. Guarantor has the \_\_\_\_\_ 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 \_\_\_\_\_ 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 an attorney at law, Guarantor hereby agrees to reimburse [Pipeline] for all reasonable and documented out-of-pocket costs and expenses of collection or enforcement, including reasonable attorneys' fees actually incurred.
  
13. 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] 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] 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] may refuse to provide its

consent (and the same shall not be deemed unreasonable) if the proposed assignee fails to meet **[Pipeline's]** credit requirements.

14. 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]**.
15. Guarantor acknowledges that an executed (or conformed) copy of the PA has been made available to Guarantor and Guarantor is familiar with the contents thereof.
16. All notices, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given when (i) delivered by hand (with written acknowledgment of receipt), (ii) sent by electronic transmission ("email") or facsimile with a copy sent via U.S. mail or overnight courier or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate addresses, email addresses, facsimile numbers set forth below (or to such other addresses and email addresses as a party may designate by notice to the others); 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:

**City of Lakeland**

Attn: Finance Department, Finance Director  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
Phone:863-834-6224  
Facsimile: 863-834-8394  
Email: Michael.Brossart@lakelandgov.net

If to **[Pipeline]**, to:

**[Pipeline]**

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

With a copy to:

**[Pipeline]**

Attn: Legal Department  
1300 Main St.  
Houston, Texas 77002-6803  
Facsimile: 713-989-1212

17. (a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF PIPELINE

AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS.

(b) The Guarantor agrees that any action or proceeding against the Guarantor to enforce, or arising out of, this Guaranty may be commenced in state or federal court in any county in the State of Florida Polk County, Florida or federal court in the United States District Court, Middle District of Florida, Tampa Division. The Guarantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served by registered or certified mail in accordance with Section 16 hereof. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in any such court and any claim that any such proceeding brought in any such a court has been brought in an inconvenient forum.

(c) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND [PIPELINE] (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS GUARANTY) HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

18. 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.
19. 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.
20. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement, Credit Agreement and FTS Agreement, supersedes all prior agreements related to the subject matter hereof.
21. 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: Finance Director

**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: [BENEFICIARY - NAME THE PIPELINE]  
ATTN: CREDIT RISK MANAGEMENT  
1300 MAIN STREET  
HOUSTON, TX 77002-6803

APPLICANT:

AMOUNT: USD \_\_\_\_\_

EXPIRATION: \_\_\_\_\_

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 DEFAULT UNDER THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT 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 OR BREACH OF THE PRECEDENT AGREEMENT AND/OR THE FIRM TRANSPORT SERVICE AGREEMENT(S) (COLLECTIVELY, THE •AGREEMENTS.), 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 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\$ \_\_\_\_\_."

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, BY COURIER, OR BY ELECTRONIC TRANSMISSION TO: [ISSUING BANK'S ADDRESS].
- 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 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 DOCUMENTS, NO LATER THAN THE THIRD (3<sup>RD</sup>) BANKING DAY FOLLOWING THE DATE SUCH DEMAND FOR PAYMENT IS PRESENTED 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 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 1998, 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. 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

An Energy Transfer/Kinder Morgan Affiliate

August 8, 2024

City of Lakeland  
501 E. Lemon St  
Lakeland, Florida 33801  
Attention: Tory Bombard, Fuels Manager, Lakeland Electric

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-3, Contract No. 132462

Dear Mr. Bombard:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 5th day of September, 2024- by and between Florida Gas Transmission Company, LLC (“Transporter”) and City of Lakeland (“Shipper”). Transporter and Shipper are parties to that certain Precedent Agreement dated March 25, 2022 (“Precedent Agreement”). In accordance with the mutual covenants and agreements contained herein and in the Precedent Agreement, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement under Transporter’s Rate Schedule FTS-3 (“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 \$0.725 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

specified in the Service Agreement and at all alternative receipt points and delivery points in Transporter's Western Division and Market Area. In the event that Shipper releases its firm transportation rights under the Service Agreement, Shipper shall continue to be obligated to pay Transporter for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in Paragraph 1 above) exceeds the release rate.

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

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

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

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

Sincerely,

Florida Gas Transmission Company, LLC

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

Name: Beth Hickey \_\_\_\_\_

Title: EVP – US Gas Pipelines \_\_\_\_\_

ACCEPTED AND AGREED TO:

This 5th day of September, 2024

City of Lakeland

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

Name: Sandra Ruede \_\_\_\_\_

Title: Fuels Manager, Lakeland Electric

Title: Fuels Manager \_\_\_\_\_