

December 19, 2018

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

RE: Florida Gas Transmission Company, LLC
Docket No. CP17-8-000 Compliance Filing
Docket No. RP19-_____

Dear Ms. Bose:

Florida Gas Transmission Company, LLC (FGT) hereby electronically submits for filing with the Federal Energy Regulatory Commission (Commission) the tariff records listed on Appendix A to its FERC NGA Gas Tariff, Original Volume No. 1-A, proposed to be effective on February 1, 2019.

STATEMENT OF NATURE, REASONS AND BASIS

The Commission's Order Issuing Certificate issued April 5, 2018 in Docket No. CP17-8-000 (Order) grants FGT authorization under Section 7(c) of the Natural Gas Act to construct and operate FGT's East-West Project, as more fully described in the application and as conditioned in the body and ordering paragraphs of such Order. The Phase 2 facilities are being constructed pursuant to the certificate issued in the Order and should be completed by February 1, 2019. In compliance with Ordering Paragraph (G) and ¶ 60 of the Order, FGT is filing JERA Energy America LLC (JERA)'s negotiated rate, non-conforming service agreement more than 30 days in advance of the anticipated in-service date of the East-West Project Phase 2 facilities.

Appendix B attached hereto reflects JERA's executed service agreement compared to the Rate Schedule FTS-WD-2 form of service agreement in FGT's Fifth Revised Volume No. 1 Tariff. The redline comparison shows a non-discriminatory whereas clause addition that provides background information, non-conforming extension rights in Article V, non-conforming credit provisions in a separate Credit Agreement and a Most Favored Nations right in the Negotiated Rate Agreement. In its Order, the Commission found that these non-conforming provisions reflect the unique circumstances involved in the proposed expansion of Florida Gas's system and are permissible.

Prior to the construction of the East West Project, FGT entered into precedent agreements with anchor shippers. The Credit Agreement associated with JERA's Contract No. 123157 was entered into as a part of the precedent agreement and was signed by Chubu US Trading LLC (Chubu). Subsequent to the precedent agreement being signed, Chubu changed its name to JERA. Documentation for this name change is included in Appendix C attached hereto.

This filing contains a tariff record 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 record herein titled Exhibits A, B, C and there is no Exhibit C in Appendix B showing the executed service agreements marked against the form of service agreement in FGT's Fifth Revised Volume No. 1 tariff.

IMPLEMENTATION

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, FGT requests that the proposed tariff records be accepted effective February 1, 2019, without further action from FGT.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. The proposed tariff records in RTF 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 for publishing in eLibrary
- . A marked version of the proposed tariff changes in PDF format
- . Appendix B containing a marked version of the executed service agreement compared to the form of service agreement for Rate Schedule FTS-WD-2 in FGT's Fifth Revised Volume No. 1 Tariff
- . Appendix C containing the name change documentation
- . A copy of the complete filing in PDF format for publishing in eLibrary

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

COMMUNICATIONS, PLEADINGS AND ORDERS

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

Michael T. Langston¹
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

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Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002
(713) 989-7571
(713) 989-1205 (Fax)
debbie.bradbury@energytransfer.com

¹ 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.

² Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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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 all parties on the official service list for Docket No. CP17-8-000. FGT has posted this filing on its Internet web site accessible via <http://fgttransfer.energytransfer.com> under "Informational Postings, Regulatory."

Pursuant to Section 385.2005(a) 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 her knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

FLORIDA GAS TRANSMISSION COMPANY, LLC

/s/ Deborah A Bradbury

Deborah A. Bradbury
Sr. Director – Regulatory Tariffs & Reporting

FLORIDA GAS TRANSMISSION COMPANY, LLC
FERC NGA Gas Tariff
Original Volume No. 1-A

Proposed to be Effective February 1, 2019

<u>Tariff Record</u> <u>Version</u>	<u>Description</u>	<u>Title</u>
9.0.0	Part I	Table of Contents
0.0.0	Contract No. 123157	JERA Energy America LLC
0.0.0	Contract No. 123157	Exhibits A, B, C
0.0.0	Contract No. 123157	Credit Agreement
0.0.0	Contract No. 123157	Negotiated Rate Agreement

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Contract No. 111144	Florida Power Corporation d/b/a Progress Energy Florida, Inc.
Contract No. 111145 Reserved	Florida Power & Light Company Reserved
Contract No. 3247 FPL Exhibit B	Florida Power & Light Company Florida Power & Light Company

Part III Non-Conforming Agreements with Negotiated Rates

Contract No. 122314	Seminole Electric Cooperative, Inc.
Contract No. 122314	Exhibits A, B, C
Contract No. 122314	Exhibit D
Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
Contract No. 122315	Exhibits A, B, C
Contract No. 122315	Exhibit D
Contract No. 122315	Negotiated Rate Agreement
Contract No. 122316	Seminole Electric Cooperative, Inc.
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Contract No. 123086	Exhibits A, B, C
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Contract No. 123157
Contract No. 123157
Contract No. 123157
Contract No. 123157

JERA Energy America LLC
Exhibits A, B, C
Credit Agreement
Negotiated Rate Agreement

Florida Gas Transmission Company, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2019

(Version 0.0.0, Contract No. 123157) JERA Energy America LLC

Option Code "A"

SERVICE AGREEMENT

Firm Transportation Service - Western Division

Rate Schedule FTS-WD-2

Contact No. 123157

THIS AGREEMENT entered into this 29th day of May, 2018, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and JERA Energy America LLC (herein called "Shipper").

WITNESSETH

WHEREAS, Transporter has received and accepted a certificate from the FERC to construct, install, own, operate and maintain certain pipeline facilities, including a lateral pipeline from Transporter's Compressor Station 4 to the Wilson Compressor Station on the Coastal Bend Header, constructed by Gulf South Pipeline Company, LP in Wharton County, Texas (such lateral pipeline, the "Lateral"), all on Transporter's system in the geographic area ranging from the point at Southcross, Refugio County, Texas, to the Alabama-Florida border (the "Western Division"), and provide Shipper firm transportation service to the points specified in Exhibits A and B hereto (the "Project");

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

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

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

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

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

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

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

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD- 2, (b) Rate Schedule FTS-WD-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which the service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V
Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective on the earlier of (i) the In-Service Date of the Project, or (ii) February 1, 2019, provided that Transporter is able to provide firm service to Shipper as contemplated herein, (the "Effective Date") and shall continue in effect for fifteen (15) years (the "Primary Term"). In the event Transporter is not able to provide firm service to Shipper by February 1, 2019, service under the FTS-WD-2 Agreement will commence on the date Transporter is able to provide such firm service to Shipper. The In-Service Date of the Project is the date on which (1) the Transporter is able to provide firm service to Shipper up to its MDTQ and MDQs from Shipper's Primary Receipt Point(s) to Shipper's Primary Delivery Point(s) as contemplated in Exhibits A and B herein, and (2) Shipper is able to receive the MDQ at the Coastal Bend header and deliver the MDQ to Freeport for commercial liquefaction. Notwithstanding the foregoing, in the event that Shipper notifies Transporter prior to November 1, 2018, in writing, that it desires to delay the commencement of service date under this Agreement to a specified date beyond the above February 1, 2019 references, but in no event later than September 1, 2019, then Transporter agrees to provide a recalculation to Shipper of the fixed Negotiated Rate that would be applicable for the year 2019, designed to keep Transporter economically indifferent on an annual basis as a result of a delay of service commencement to the date specified by Shipper. Within forty-five (45) days from its receipt of the recalculation of the fixed Negotiated Rate for 2019 from Transporter, Shipper shall notify Transporter, in writing, whether said recalculation is acceptable. If Shipper accepts the recalculated 2019 fixed Negotiated Rate, then the Parties shall: (i) amend the references to February 1, 2019 above to reflect the date specified by Shipper upon which the recalculation was based and shorten the Primary Term to correspond with the duration of the delay in commencement of service; and (ii) amend the Parties' Negotiated Rate Agreement to reflect the 2019 recalculation, all subject to the receipt of any necessary regulatory approvals acceptable to Transporter in its sole discretion. If Shipper does not timely request to delay the commencement of service to a specified date or timely accept Transporter's recalculation in accordance with the foregoing, then the related terms set forth in this paragraph shall automatically expire and be of no further force and effect. Shipper shall have the option to extend the term for one (1) term of between one (1) and five (5) years (the "Extension Term") and for all or a portion of its then-existing MDTQ and MDQ, not to exceed that which is specified in Exhibits A and B herein, provided that Shipper notifies Transporter of Shipper's desire to exercise this extension right at least twelve (12) months prior to the date on which the Primary Term is scheduled to expire. At the end of the Primary Term, or if exercised, the Extension Term, Shipper shall have a contractual Right of First Refusal pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff to be applicable to all or any portion of Shipper's then existing MDTQ and/or MDQ.

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 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

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

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

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

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

ARTICLE VII Notices

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

Shipper: JERA Energy America LLC
1880 Post Oak Blvd, Suite 1760
Houston, Texas 77058
Attention: Settlement Department
Email: settlement@jerausa.com
Telephone No. (713) 880-4140
Fax No. (713) 880-4141

ARTICLE VIII Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX Regulatory Authorizations and Approvals

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

ARTICLE X Pressure

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

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

ARTICLE XI Other Provisions

ARTICLE XII Miscellaneous

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

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

12.3 This Agreement contains Exhibits A and B 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 XII
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

[Signature]

Luke Fletcher
(Please type or print name)

Title

EVP

Date

5/29/18

SHIPPER

JERA ENERGY AMERICA LLC

By

[Signature]

Patoski Naito
(Please type or print name)

Title

President

Date

May 3, 2018

W
TMP
BA

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2019

(Version 0.0.0, Contract No. 123157) Exhibits A, B, C

Option Code "A"

EXHIBIT A
TO
RATE SCHEDULE FTS WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
JERA ENERGY AMERICA LLC
DATED May 29 2018
Contract No. 123157

Effective Date of this Exhibit A: The Effective Date shall be as defined in Article V of this Agreement.

Point(s) of Receipt

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>
Columbia Gulf-Lafayette	82410	100,000

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

EXHIBIT B
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
JERA ENERGY AMERICA LLC
DATED May 29 2018
Contract No. 123157

Effective Date of this Exhibit B: The Effective Date shall be as defined in Article V of this Agreement.

Point(s) of Delivery

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>	<u>Maximum Delivery Pressure Obligation</u>
Coastal Bend	TBD	100,000	850 psig

Maximum Delivery Pressure Obligation: Transporter agrees to make deliveries on Shipper's behalf up to Shipper's Maximum Daily Transportation Quantity at the Primary Delivery Point, Coastal Bend, at a pressure sufficient to enter the downstream system at the downstream pipeline's prevailing pressure up to 850 psig.

Quantities are exclusive of Fuel Reimbursement

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2019

(Version 0.0.0, Contract No. 123157) Credit Agreement

Option Code "A"

CREDIT AGREEMENT

This Credit Agreement, dated as of this 21st day of September, 2015, is by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company ("*Transporter*") and Chubu US Gas Trading LLC, a Delaware limited liability company ("*Shipper*"). *Transporter* and *Shipper* may sometimes be referred to herein individually as a "*Party*", or together as the "*Parties*".

WHEREAS, contemporaneously herewith, *Transporter* and *Shipper* have entered into a Precedent Agreement dated September 21, 2015, concerning the construction of certain lateral pipeline facilities in Wharton County, Texas, and the modification of certain of *Transporter's* existing pipeline facilities (the "*Project*"), and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a Firm Transportation Service Agreement and Negotiated Rate Agreement (collectively, the "*FTS-WD-2 Agreement*"); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, *Shipper* is required to comply with the requirements set forth in this Credit Agreement relating to its obligations under the Precedent Agreement and the FTS-WD-2 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* shall, at all times following the tenth (10th) Business Day after *Transporter's* filing of its Federal Energy Regulatory Commission ("*FERC*") Section 7c application concerning the *Project* (with a "*Business Day*" defined as any day except a Saturday, Sunday or a day on which major commercial banks in New York City, New York, or Tokyo, Japan, are required by law, regulation, order or decree to be closed for business) satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth in this Credit Agreement:
 - (A) An entity shall be deemed "*Creditworthy*" hereunder, as of a particular time, if its long-term debt securities, at such time, are rated at least BBB- by Standard & Poor's Ratings Services or its successor or at least Baa3 by Moody's Investor Services, Inc. or its successor or an equivalent rating by another nationally recognized credit rating service in the United States (any such rating, as applicable, a "*Debt Rating*"), without any *Debt Rating* being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook.
 - (B) If *Shipper* is not "*Creditworthy*", then within ten (10) Business Days after *Shipper's* receipt of notice from *Transporter*, *Shipper* shall thereafter maintain, either:
 - (i) an absolute, irrevocable, unconditional guaranty substantially in the form set forth in Appendix A hereof ("*Guaranty*"), from a direct or indirect parent or affiliate of *Shipper* that is "*Creditworthy*" and that is otherwise acceptable to *Transporter*, in *Transporter's* commercially reasonable judgment (such third party, "*Guarantor*"), which *Guaranty* shall guarantee the full payment of all of *Shipper's* obligations under the Precedent

Agreement and the FTS-WD-2 Agreement and, subject to Section (F) hereof, any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement; or

- (ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a bank acceptable to Transporter, in its commercially reasonable discretion, in either case securing the payment obligations of Shipper under the Precedent Agreement and the FTS-WD-2 Agreement (“*Credit Support*”), equal to the total aggregate dollar value of the lesser of (a) twenty-four (24) months of reservation charges, as set forth in Section 1.a. of the Negotiated Rate Agreement, due from Shipper for the Contract MDTQ under the FTS-WD-2 Agreement and (b) all reservation charges due from Shipper for the Contract MDTQ over the number of months remaining under the FTS-WD-2 Agreement. Subject to Section (F) hereof, the Credit Support shall be issued and maintained by Shipper for the benefit of the Transporter until the sixtieth (60th) day following the end of the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. Following the expiration of the primary term of the FTS-WD-2 Agreement, the credit requirements set forth in Transporter’s FERC Gas Tariff shall apply to extensions, if any, of the FTS-WD-2 Agreement.
- (C) At any time while either the Precedent Agreement or the FTS-WD-2 Agreement (through its primary term) is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer “Creditworthy”, or (ii) any bank that is supporting a letter of credit in favor of Transporter in accordance with Section (B)(ii) hereof is no longer acceptable to Transporter, in its commercially reasonable discretion, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter’s basis for such determination), and within ten (10) 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 either Section (B)(i) or Section (B)(ii) hereof.
- (D) For any Credit Support in the form of an irrevocable standby letter of credit that is provided to Transporter pursuant to Section (B)(ii) (any such letter of credit, “*Shipper’s Letter of Credit*”), such Shipper’s Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (a) twelve (12) calendar months after issuance thereof and (b) sixty (60) days after the end of the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. With respect to any Shipper’s Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. All extensions, amendments and replacements of any Shipper’s Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper’s Letter of Credit, or in a form otherwise satisfactory to Transporter in its commercially reasonable

discretion; provided, however, that any automatic renewal or extension of Shipper's 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 Shipper's Letter of Credit upon: (a) failure to make payment when due under either the Precedent Agreement or the FTS-WD-2 Agreement, subject to any grace period set forth therein, if any; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein.

- (E) Credit Support in the form of a cash deposit or proceeds from draws under Shipper's Letter of Credit may be applied by Transporter, in its sole discretion, against any losses, costs, expenses or damages pursuant to the terms and conditions of the Precedent Agreement or the FTS-WD-2 Agreement as a result of a breach by Shipper of any of its obligations (including a breach arising out of the termination or rejection of either the Precedent Agreement or the FTS-WD-2 Agreement under the U.S. Bankruptcy Code or other applicable insolvency legal requirements) thereunder. If drawn in part or in whole, Shipper shall within ten (10) Business Days thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit.
- (F) Notwithstanding anything in Section (B) hereof, in the event Shipper provides Credit Support pursuant to Section (B)(i) or Section (B)(ii) hereof, but thereafter satisfies Section (A), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), and any cash deposit held by Transporter, as applicable, shall be returned to Shipper within ten (10) days after written demand is received by Transporter; provided, however, that the provisions of Section (B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.
- (G) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the date on which all of Shipper's payment obligations under the Precedent Agreement and the FTS-WD-2 Agreement (through its primary term) (including, without limitation, any damages arising from either such agreement in accordance with the terms and conditions thereof) have been fulfilled.
- (H) 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 prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the FTS-WD-2 Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be

entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, 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 77056-5306
Attention: Manager – Interstate Credit Risk

With copy to: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Commercial Operations

Shipper: Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 1750
Houston, TX 77056
Attention: Risk and Administration

With a copy to: Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 750
Houston, TX 77056
Attention: Trading and Business Development

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt at the Parties' respective Houston, Texas offices set forth above, as applicable; provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next Business Day.

3. Modifications. Except as provided otherwise in this Credit Agreement, no modification of the terms and provisions of this Credit Agreement shall be effective unless contained in writing and executed by both Transporter and Shipper.
4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT, THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY

IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. 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.
6. Counterparts. This Credit Agreement may be executed by facsimile and in multiple counterparts or by other electronic means (including by PDF), each of which when so executed shall be deemed an original, but all of which shall constitute one and the same agreement.

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

Florida Gas Transmission Company, LLC

Chubu US Gas Trading LLC

By: _____

By: S. Naito

Name: _____

Name: Satoshi Naito

Title: _____

Title: President

Date: _____

Date: 9/18/2015


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

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

Florida Gas Transmission Company, LLC

Chubu US Gas Trading LLC

By: 
Name: Mackie McCrea
Title: President & COO
Date: 9/21/15

By: _____
Name: Satoshi Naito
Title: President
Date: _____

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APPENDIX A

GUARANTY

THIS GUARANTY (this "*Guaranty*") is made and entered into and effective as of _____, 2015, by **Chubu Electric Power Company, Inc.**, a company organized under the laws of Japan ("*Guarantor*"), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company ("*FGT*"). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined below) shall have the meaning given to such term by the PA.

WITNESSETH:

WHEREAS, **Chubu US Gas Trading LLC**, a Delaware limited liability company has entered into the Precedent Agreement, dated as of _____, 2015 (as such agreement may from time to time be modified, supplemented, amended, or extended, the "*PA*");

WHEREAS, Chubu US Gas Trading LLC (including its successors and permitted assigns under Section 8 of the PA, "*Shipper*") is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into a service agreement and negotiated rate agreement for firm transportation service in accordance with the PA (as such agreement may from time to time be modified, supplemented, amended, or extended, (the "*FTS-WD-2 Agreement*"));

WHEREAS, Shipper has certain payment obligations to FGT in connection with the PA and the FTS-WD-2 Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS-WD-2 Agreement, referred to as the "*Guaranteed Obligations*");

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT 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 FGT prompt payment when due 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.

The aggregate amount of the Guaranteed Obligations covered by this Guaranty for the period prior to the date service commences under the FTS-WD-2 Agreement (the "*Service*

Commencement Date") shall not exceed US\$26,000,000 (TWENTY SIX MILLION US Dollars). After the Service Commencement Date, the aggregate amount of the Guaranteed Obligations covered by this Guaranty shall not exceed the aggregate reservation charges due from and not paid by (or on behalf of) Shipper under the FTS-WD-2 Agreement as of such date. As set forth in Exhibit A, at no time shall the Guaranteed Obligations exceed US\$93,075,000 (NINETY THREE MILLION SEVENTY FIVE THOUSAND US Dollars), (the "*Guaranteed Amount*"). Provided that Shipper has paid (or caused to be paid) the Guaranteed Obligations as such become due, the Guaranteed Amount shall be reduced automatically and without amendment as set forth in the attached Exhibit A. In the event that the Service Commencement Date on Exhibit A differs from the actual date service commences on under the FTS-WD-2 Agreement, Exhibit A shall be amended to correspond to such actual date.

2. This Guaranty shall constitute a continuing guaranty of payment and not a guaranty of collection. 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 either (i) the full performance and indefeasible payment in full or (ii) satisfaction in full of all Guaranteed Obligations.
3. Guarantor's obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS-WD-2 Agreement and/or FGT's FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS-WD-2 Agreement, and/or FGT'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-WD-2 Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper's obligations under the PA or FTS-WD-2 Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the "*Retained Defenses*").
4. 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 FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).

5. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS-WD-2 Agreement and/or FGT'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.

6. 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 indefeasible payment in full or satisfaction in full of the Guaranteed Obligations.

7. 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 FGT 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 FGT 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 FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

8. Guarantor hereby agrees with FGT 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 indefeasibly paid in full or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).

9. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT 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 FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than indefeasible payment in full or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than indefeasible payment in full or satisfaction in full of the Guaranteed Obligations.

(b) Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

10. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material

adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

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

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

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

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

11. Guarantor hereby agrees to pay all reasonable and documented out-of-pocket costs and expenses of FGT in connection with the enforcement of this Guaranty and in connection with any amendment, waiver, or consent requested by Guarantor relating hereto (including reasonable fees and expenses of outside counsel and experts).

12. 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 FGT 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 FGT (and any such attempted assignment or transfer without such consent shall be null and void).
13. 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 FGT.
14. 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.
15. 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 facsimile transmission (with receipt confirmed by an electronically generated written confirmation), or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate Houston, Texas addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers 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: Chubu US Gas Trading LLC
 1980 Post Oak Blvd, Suite 750
 Houston, TX 77056
 Attention: President

With a copy to: Chubu Electric Power Company, Inc.
 Attention: Fuels Department
 Higashi-shincho, Higashi-ku,
 Nagoya, 461-8680 Japan
 Facsimile: +81-52-951-6025

If to FGT, to: Florida Gas Transmission Company, LLC
 Attn: Interstate Credit Risk Management
 1300 Main St.
 Houston, Texas 77002-6803
 Facsimile: 281-714-2177

With a copy to: Florida Gas Transmission Company, LLC.
 Attn: Legal Department
 1300 Main St.
 Houston, Texas 77002-6803
 Facsimile: 713-989-1212

“*Business Day*” shall mean any day except a Saturday, Sunday or a day on which major commercial banks in New York City, New York, or Tokyo, Japan, are required by law, regulation, order or decree to be closed for business.

16. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS. Any legal action or proceeding with respect to this Guaranty shall be brought in the courts of the State of Texas or of the United States of America for the Southern District of Texas, in each case which are located in Houston, and, by execution and delivery of this Guaranty, Guarantor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Guarantor hereby further irrevocably waives any claim that any such courts lack jurisdiction over Guarantor, and agrees not to plead or claim in any legal action or proceeding with respect to this Guaranty brought in any of the aforesaid courts that any such court lacks jurisdiction over Guarantor. Guarantor further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, (in each case postage prepaid), or via overnight courier to Guarantor at its address set forth in Section 15, such service to become effective thirty (30) days after such mailing. Furthermore, Guarantor has appointed Chubu US Gas Trading LLC as its agent for service of process (“*Service of Process Agent*”) who shall be responsible for accepting service of process within the United States on behalf of Guarantor. Service of process on Guarantor in any action arising out of or relating to this Guaranty shall be effective if mailed to the Service of Process Agent at the following address:

Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 750
Houston, TX 77056
Attention: [Individual]

Guarantor hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder that such service of process on Guarantor or the Service of Process Agent in the manner set forth above was in any way invalid or ineffective.

(b) Guarantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty brought in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such

court that such action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) **WAIVER OF TRIAL BY JURY.** EACH OF GUARANTOR AND FGT (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.

17. 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.
18. 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.
19. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS-WD-2 Agreement, supersedes all prior agreements related to the subject matter hereof.

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

GUARANTOR:

By: _____
Name: _____
Title: _____

EXHIBIT A**Parent Guaranty Limits Defined****I. For the period that is 10 days after the filing of the FERC 7(c) application until the Service Commencement Date :**

Parent Guaranty Limit is equal to: \$26,000,000

II. For the period that begins on the Service Commencement Date and extends for the term of the contract:

Period	Term of Guaranty	Parent Guaranty Limit
1	9/1/2018-2/28/2019	\$ 93,075,000.00
2	3/1/2019-8/31/2019	\$ 89,972,160.00
3	9/1/2019-2/29/2020	\$ 86,869,320.00
4	3/1/2020-8/31/2020	\$ 83,766,480.00
5	9/1/2020-2/28/2021	\$ 80,663,640.00
6	3/1/2021-8/31/2021	\$ 77,560,800.00
7	9/1/2021-2/28/2022	\$ 74,457,960.00
8	3/1/2022-8/31/2022	\$ 71,355,120.00
9	9/1/2022-2/28/2023	\$ 68,252,280.00
10	3/1/2023-8/31/2023	\$ 65,149,440.00
11	9/1/2023-2/29/2024	\$ 62,046,600.00
12	3/1/2024-8/31/2024	\$ 58,943,760.00
13	9/1/2024-2/28/2025	\$ 55,840,920.00
14	3/1/2025-8/31/2025	\$ 52,738,080.00
15	9/1/2025-2/28/2026	\$ 49,635,240.00
16	3/1/2026-8/31/2026	\$ 46,532,400.00
17	9/1/2026-2/28/2027	\$ 43,429,560.00
18	3/1/2027-8/31/2027	\$ 40,326,720.00
19	9/1/2027-2/29/2028	\$ 37,223,880.00
20	3/1/2028-8/31/2028	\$ 34,121,040.00
21	9/1/2028-2/28/2029	\$ 31,018,200.00
22	3/1/2029-8/31/2029	\$ 27,915,360.00
23	9/1/2029-2/28/2030	\$ 24,812,520.00
24	3/1/2030-8/31/2030	\$ 21,709,680.00
25	9/1/2030-2/28/2031	\$ 18,606,840.00
26	3/1/2031-8/31/2031	\$ 15,504,000.00
27	9/1/2031-2/29/2032	\$ 12,401,160.00
28	3/1/2032-8/31/2032	\$ 9,298,320.00
29	9/1/2032-2/28/2033	\$ 6,195,480.00
30	3/1/2033-8/31/2033	\$ 3,092,640.00
31	Potential Extention	\$ 1,551,420.00

FLORIDA GAS TRANSMISSION COMPANY, LLC

FERC NGA Gas Tariff

Original Volume No. 1-A

Effective on February 1, 2019

(Version 0.0.0, Contract No. 123157) Negotiated Rate Agreement

Option Code "A"



Florida Gas Transmission Company

An Energy Transfer/Kinder Morgan Affiliate

April 16, 2018

Mr. David Selbst
Mr. Tetsuo Yoshida
JERA Energy America LLC
1980 Post Oak Blvd., Suite 1750
Houston, TX 77056

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. 123157

Dear Mr. Selbst and Mr. Yoshida:

This Negotiated Rate Agreement ("Agreement") is made and entered into this 3 day of May, 2018 by and between Florida Gas Transmission Company LLC, a Delaware limited liability company ("Transporter") and JERA Energy America LLC, a Delaware limited liability company ("Shipper"). In accordance with the mutual covenants and agreements contained herein, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement executed contemporaneously herewith pursuant to Transporter's Rate Schedule FTS-WD-2 ("Service Agreement"). In the event of a conflict between this Agreement and the Service Agreement, this Agreement shall control.

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, the following negotiated rate subject to the following terms and conditions ((a) through (c) collectively hereinafter referred to as the "Negotiated Rate"):
 - a. The Negotiated Rate shall be a fixed 100% Load Factor Rate equal to \$0.17/Dth, plus all applicable Surcharges, for service (i) from the Eligible Primary Receipt Point(s) to the Eligible Primary Delivery Points and (ii) from any Alternate Receipt Point(s) to any Alternate Delivery Point(s) under the Service Agreement. Alternate Receipt and Delivery Points shall include all points on Transporter's system between the interconnect point at Southcross, Refugio County, Texas, to the Alabama-Florida border (the "Western Division"). Eligible Primary Receipt and Delivery Point(s) shall be those points within the area between Transporter's mile post 165.75 (Southcross interconnect) in Refugio

County, Texas, to compressor station 7 in Acadia Parish, Louisiana (such area, "Zone 1") and the area beginning at Transporter's compressor station 7 in Acadia Parish, Louisiana, to compressor station 8 in East Baton Rouge Parish, Louisiana, including Transporter's White Lake Lateral and Chacahoula Lateral (such area, "Zone 2"). Any Primary Receipt or Delivery Point selected by Shipper under the Service Agreement located within the Western Division, but east of Transporter's compressor station 8, shall result in a fixed 100% Load Factor Rate equal to \$0.34/Dth, plus all applicable Surcharges.

b. **Fuel:** Shipper shall pay Transporter the Fuel Reimbursement Charge set forth in Transporter's Tariff, applicable to the Service Agreement; provided, however, that the Fuel Reimbursement Charge shall be capped at 2.125% ("Fuel Cap"). Nothing in this Section shall preclude Transporter from charging to a deferral account for future recovery from Shipper any amount by which the Fuel Reimbursement Charge is above the Fuel Cap. In such situations, Transporter will charge Shipper (and Shipper shall pay) a percentage equal to the Fuel Cap until the deferral account is reduced to zero or the end of the Negotiated Rate Term.

c. **Most Favored Nations:** If, at any time prior to the date that is five (5) years after the date on which Shipper's service commences under the Service Agreement, Transporter enters into a Precedent Agreement or firm transportation agreement under Rate Schedule FTS-WD-2 and a negotiated or discount rate agreement with (a) a 100% load factor rate that is lower than Customer's 100% load factor negotiated rate set forth in Attachment 3 hereto (the "Lower Rate"), (b) from any Primary Receipt Point in the area beginning at Transporter's compressor station 7 in Acadia Parish, Louisiana, to compressor station 8 in East Baton Rouge Parish, Louisiana, including Transporter's White Lake Lateral and Chacahoula Lateral (such area, "Zone 2") to any Primary Delivery Point on the Lateral, (c) for a Primary Term of one year or more, but less than fifteen (15) years (and for other than seasonal service), and (d) an MDTQ of 125,000 Dth/d or less, then Transporter shall offer to reduce Shipper's Negotiated Rate for service under the Service Agreement to a rate equal to the Lower Rate.

2. **Applicability of Negotiated Rates:** Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to deliveries under the Service Agreement at the primary and alternate delivery points specified. Shipper shall have the right to change Primary Points of Receipt and/or Delivery to any existing and/or future points within FGT's Zone 1 and/or Zone 2, subject to available capacity and compliance with the Tariff. In the event of such a change(s) in Primary Points, Shipper shall continue to pay the same Negotiated Rate as set forth in this Agreement. Shipper shall have the right to utilize Alternate Receipt and/or Delivery Points at any existing and/or future points in FGT's Western Division, at no change in rate, subject to available capacity and compliance with the Tariff. In the event that Shipper releases its firm transportation rights under the Service Agreement (in accordance with Federal Energy Regulatory Commission ("FERC") requirements or necessary approvals) at a rate higher or lower than the Negotiated Rate, Shipper shall continue to be obligated to pay Transporter the Negotiated Rate, and Transporter shall credit Shipper with all reservation charges received from the applicable replacement shipper(s).

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." Shipper, by execution of this Agreement, agrees 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 for such Recourse Rate(s) for transportation service under this Agreement or the Service Agreement, even if the final maximum recourse rates are at any time 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.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraph 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, if exercised by Shipper, the Extension Term under the Service Agreement, without regard to any changes that may occur to Transporter's Tariff, including maximum/minimum rates, fuel charges, or other surcharges under the Tariff.
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, for so long as remains applicable, 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, in each case as may be amended or otherwise modified from time to time. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement,

such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

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

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


Sincerely,

Florida Gas Transmission Company, LLC

By:

Name:

Title:


Luke Fletcher
EVP

✓
MFB

ACCEPTED AND AGREED TO:


This 3 day of May, 2018

JERA Energy America LLC

By:

Name:

Title:


Satoshi Naito
President

MARKED VERSION

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Contract No. 111144	Florida Power Corporation d/b/a Progress Energy Florida, Inc.
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Contract No. 122314	Negotiated Rate Agreement
Contract No. 122315	Seminole Electric Cooperative, Inc.
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<u>Contract No. 123157</u>	<u>Exhibits A, B, C</u>
<u>Contract No. 123157</u>	<u>Credit Agreement</u>
<u>Contract No. 123157</u>	<u>Negotiated Rate Agreement</u>

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

JERA Energy America LLC

(Contract No. 123157)

SERVICE AGREEMENT

Firm Transportation Service - Western Division

Rate Schedule FTS-WD-2

Contract No. 123157

THIS AGREEMENT entered into this 29th day of May, 2018, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and JERA Energy America LLC (herein called "Shipper"),

WITNESSETH

WHEREAS, Transporter has received and accepted a certificate from the FERC to construct, install, own, operate and maintain certain pipeline facilities, including a lateral pipeline from Transporter's Compressor Station 4 to the Wilson Compressor Station on the Coastal Bend Header, constructed by Gulf South Pipeline Company, LP in Wharton County, Texas (such lateral pipeline, the "Lateral"), all on Transporter's system in the geographic area ranging from the point at Southcross, Refugio County, Texas, to the Alabama-Florida border (the "Western Division"), and provide Shipper firm transportation service to the points specified in Exhibits A and B hereto (the "Project");

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

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

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

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

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

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

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

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

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

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD- 2, (b) Rate Schedule FTS-WD-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V
Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective on the earlier of (i) the In-Service Date of the Project, or (ii) February 1, 2019, provided that Transporter is able to provide firm service to Shipper as contemplated herein, (the "Effective Date") and shall continue in effect for fifteen (15) years (the "Primary Term"). In the event Transporter is not able to provide firm service to Shipper by February 1, 2019, service under the FTS-WD-2 Agreement will commence on the date Transporter is able to provide such firm service to Shipper. The In-Service Date of the Project is the date on which (1) the Transporter is able to provide firm service to Shipper up to its MDTQ and MDQs from Shipper's Primary Receipt Point(s) to Shipper's Primary Delivery Point(s) as contemplated in Exhibits A and B herein, and (2) Shipper is able to receive the MDQ at the Coastal Bend header and deliver the MDQ to Freeport for commercial liquefaction. Notwithstanding the foregoing, in the event that Shipper notifies Transporter prior to August 31, 2018, in writing, that it desires to delay the commencement of service date under this Agreement to a specified date beyond the above February 1, 2019 references, but in no event later than September 1, 2019, then Transporter agrees to provide a recalculation to Shipper of the fixed Negotiated Rate that would be applicable for the year 2019, designed to keep Transporter economically indifferent on an annual basis as a result of a delay of service commencement to the date specified by Shipper. Within forty-five (45) days from its receipt of the recalculation of the fixed Negotiated Rate for 2019 from Transporter, Shipper shall notify Transporter, in writing, whether said recalculation is acceptable. If Shipper accepts the recalculated 2019 fixed Negotiated Rate, then the Parties shall: (i) amend the references to February 1, 2019 above to reflect the date specified by Shipper upon which the recalculation was based and shorten the Primary Term to correspond with the duration of the delay in commencement of service; and (ii) amend the Parties' Negotiated Rate Agreement to reflect the 2019 recalculation, all subject to the receipt of any necessary regulatory approvals acceptable to Transporter in its sole discretion. If Shipper does not timely request to delay the commencement of service to a specified date or timely accept Transporter's recalculation in accordance with the foregoing, then the related terms set forth in this paragraph shall automatically expire and be of no further force and effect. Shipper shall have the option to extend the term for one (1) term of between one (1) and five (5) years (the "Extension Term") and for all or a portion of its then-existing MDTQ and MDQ, not to exceed that which is specified in Exhibits A and B herein, provided that Shipper notifies Transporter of Shipper's desire to exercise this extension right at least twelve (12) months prior to the date on which the Primary Term is scheduled to expire. At the end of the Primary Term, or if exercised, the Extension Term, Shipper shall have a contractual Right of First Refusal pursuant to the provisions of Section 20 of the General Terms and Conditions of the Transporter's FERC Gas Tariff to be applicable to all or any portion of Shipper's then existing MDTQ and/or MDQ.

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

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

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

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

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

ARTICLE VII
Notices

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

Shipper: [JERA Energy America LLC](#)
[1980 Post Oak Blvd, Suite 1750](#)
[Houston, Texas 77056](#)
Attention: [Settlement Department](#)
Email: settlement@jerausa.com
Telephone No. [\(713\) 980-4140](#)
Fax No. [\(713\) 980-4141](#)

ARTICLE VIII
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX
Regulatory Authorizations and Approvals

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

ARTICLE X
Pressure

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

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

ARTICLE XI
Other Provisions

ARTICLE XII
Miscellaneous

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

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

12.3 This Agreement contains Exhibits A and B 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 _____

(Please type or print name)

Title _____

Date _____

SHIPPER

JERA ENERGY AMERICA LLC

By _____

(Please type or print name)

Title _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
JERA ENERGY AMERICA LLC
DATED
May 29, 2018

Contract No. 123157
Amendment No. ----

Effective Date of this Exhibit A: The Effective Date shall be as defined in Article V of this Agreement.

Point(s) of Receipt

<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>
<u>Columbia Gulf-Lafayette</u>	<u>62410</u>	<u>100,000</u>

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

EXHIBIT B
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND
JERA ENERGY AMERICA LLC
DATED
May 29, 2018

Contract No. 123157
Amendment No. ----

Effective Date of this Exhibit B: The Effective Date shall be as defined in Article V of this Agreement.

<u>Point(s) of Delivery</u>			<u>Maximum</u>
<u>Point Description</u>	<u>Point</u>	<u>Maximum Daily Quantity (MMBtu)</u>	<u>Delivery Pressure</u>
			<u>Obligation</u>
<u>Coastal Bend</u>	<u>TBD</u>	<u>100,000</u>	<u>650 psig</u>

Maximum Delivery Pressure Obligation: Transporter agrees to make deliveries on Shipper's behalf up to Shipper's Maximum Daily Transportation Quantity at the Primary Delivery Point, Coastal Bend, at a pressure sufficient to enter the downstream system at the downstream pipeline's prevailing pressure up to 650 psig.

Quantities are exclusive of Fuel Reimbursement.

CREDIT AGREEMENT

This Credit Agreement, dated as of this 21st day of September, 2015, is by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company (“Transporter”) and Chubu US Gas Trading LLC, a Delaware limited liability company (“Shipper”). Transporter and Shipper may sometimes be referred to herein individually as a “Party”, or together as the “Parties”.

WHEREAS, contemporaneously herewith, Transporter and Shipper have entered into a Precedent Agreement dated September 21, 2015, concerning the construction of certain lateral pipeline facilities in Wharton County, Texas, and the modification of certain of Transporter’s existing pipeline facilities (the “Project”), and pursuant to which the Parties, subject to certain terms and conditions set forth in the Precedent Agreement, will enter into a Firm Transportation Service Agreement and Negotiated Rate Agreement (collectively, the “FTS-WD-2 Agreement”); and

WHEREAS, pursuant to paragraph 7 of the Precedent Agreement, Shipper is required to comply with the requirements set forth in this Credit Agreement relating to its obligations under the Precedent Agreement and the FTS-WD-2 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 shall, at all times following the tenth (10th) Business Day after Transporter’s filing of its Federal Energy Regulatory Commission (“FERC”) Section 7c application concerning the Project (with a “Business Day” defined as any day except a Saturday, Sunday or a day on which major commercial banks in New York City, New York, or Tokyo, Japan, are required by law, regulation, order or decree to be closed for business) satisfy the creditworthiness criteria, or otherwise provide such credit support, as set forth in this Credit Agreement:
 - (A) An entity shall be deemed “Creditworthy” hereunder, as of a particular time, if its long-term debt securities, at such time, are rated at least BBB- by Standard & Poor’s Ratings Services or its successor or at least Baa3 by Moody’s Investor Services, Inc. or its successor or an equivalent rating by another nationally recognized credit rating service in the United States (any such rating, as applicable, a “Debt Rating”), without any Debt Rating being qualified by or subject to a ratings action indicating a negative short-term or long-term outlook.
 - (B) If Shipper is not “Creditworthy”, then within ten (10) Business Days after Shipper’s receipt of notice from Transporter, Shipper shall thereafter maintain, either:
 - (i) an absolute, irrevocable, unconditional guaranty substantially in the form set forth in Appendix A hereof (“Guaranty”), from a direct or indirect parent or affiliate of Shipper that is “Creditworthy” and that is otherwise acceptable to Transporter, in Transporter’s commercially reasonable judgment (such third party, “Guarantor”), which Guaranty shall guarantee the full payment of all of Shipper’s obligations under the Precedent

Agreement and the FTS-WD-2 Agreement and, subject to Section (F) hereof, any such Guaranty will remain outstanding for the benefit of the Transporter throughout the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement; or

(ii) a cash deposit or an irrevocable standby letter of credit that is in a form and from a bank acceptable to Transporter, in its commercially reasonable discretion, in either case securing the payment obligations of Shipper under the Precedent Agreement and the FTS-WD-2 Agreement (“Credit Support”), equal to the total aggregate dollar value of the lesser of (a) twenty-four (24) months of reservation charges, as set forth in Section 1.a. of the Negotiated Rate Agreement, due from Shipper for the Contract MDTQ under the FTS-WD-2 Agreement and (b) all reservation charges due from Shipper for the Contract MDTQ over the number of months remaining under the FTS-WD-2 Agreement. Subject to Section (F) hereof, the Credit Support shall be issued and maintained by Shipper for the benefit of the Transporter until the sixtieth (60th) day following the end of the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. Following the expiration of the primary term of the FTS-WD-2 Agreement, the credit requirements set forth in Transporter’s FERC Gas Tariff shall apply to extensions, if any, of the FTS-WD-2 Agreement.

(C) At any time while either the Precedent Agreement or the FTS-WD-2 Agreement (through its primary term) is effective, if Transporter determines that, as of such time, (i) any Guarantor of Shipper is no longer “Creditworthy”, or (ii) any bank that is supporting a letter of credit in favor of Transporter in accordance with Section (B)(ii) hereof is no longer acceptable to Transporter, in its commercially reasonable discretion, then Transporter may submit a written notice of such determination to Shipper (which notice shall provide Transporter’s basis for such determination), and within ten (10) 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 either Section (B)(i) or Section (B)(ii) hereof.

(D) For any Credit Support in the form of an irrevocable standby letter of credit that is provided to Transporter pursuant to Section (B)(ii) (any such letter of credit, “Shipper’s Letter of Credit”), such Shipper’s Letter of Credit shall permit partial draws and shall have an expiry date no sooner than the shorter of (a) twelve (12) calendar months after issuance thereof and (b) sixty (60) days after the end of the term of the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. With respect to any Shipper’s Letter of Credit, Shipper shall furnish extensions or replacements of such letter of credit thirty (30) days prior to the expiration thereof, from time to time until the expiration of both the Precedent Agreement and the primary term of the FTS-WD-2 Agreement. All extensions, amendments and replacements of any Shipper’s Letter of Credit shall be delivered to Transporter in the form of such outstanding Shipper’s Letter of Credit, or in a form otherwise satisfactory to Transporter in its commercially reasonable

discretion; provided, however, that any automatic renewal or extension of Shipper's 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 Shipper's Letter of Credit upon: (a) failure to make payment when due under either the Precedent Agreement or the FTS-WD-2 Agreement, subject to any grace period set forth therein, if any; or (b) the failure or refusal of Shipper to deliver any applicable extension, amendment or replacement of an outstanding Shipper's Letter of Credit as provided herein.

(E) Credit Support in the form of a cash deposit or proceeds from draws under Shipper's Letter of Credit may be applied by Transporter, in its sole discretion, against any losses, costs, expenses or damages pursuant to the terms and conditions of the Precedent Agreement or the FTS-WD-2 Agreement as a result of a breach by Shipper of any of its obligations (including a breach arising out of the termination or rejection of either the Precedent Agreement or the FTS-WD-2 Agreement under the U.S. Bankruptcy Code or other applicable insolvency legal requirements) thereunder. If drawn in part or in whole, Shipper shall within ten (10) Business Days thereafter provide a replacement Shipper's Letter of Credit in an amount equal to the amount drawn by Transporter. Any draw made by Transporter under an outstanding Shipper's Letter of Credit shall not relieve Shipper of any liabilities, deficiencies, costs, expenses or damages beyond what is drawn under such Shipper's Letter of Credit.

(F) Notwithstanding anything in Section (B) hereof, in the event Shipper provides Credit Support pursuant to Section (B)(i) or Section (B)(ii) hereof, but thereafter satisfies Section (A), Shipper's Guaranty, Letter of Credit (representing any undrawn portion thereof, to the extent it still remains), and any cash deposit held by Transporter, as applicable, shall be returned to Shipper within ten (10) days after written demand is received by Transporter; provided, however, that the provisions of Section (B) shall again apply should Shipper fail to be "Creditworthy" at any time thereafter.

(G) Shipper's Letter of Credit (representing any undrawn portion thereof), to the extent it still remains, or any Credit Support in the form of cash deposit held by Transporter shall be returned to Shipper on or before the thirtieth (30th) day after the date on which all of Shipper's payment obligations under the Precedent Agreement and the FTS-WD-2 Agreement (through its primary term) (including, without limitation, any damages arising from either such agreement in accordance with the terms and conditions thereof) have been fulfilled.

(H) 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 prevent Transporter from exercising any other right or remedy provided under the Precedent Agreement, the FTS-WD-2 Agreement, Transporter's FERC Gas Tariff, or which Transporter may have at law or in equity, by statute or regulation, and shall not operate as a limitation on any recovery to which Transporter may otherwise be

entitled. For the avoidance of doubt, Transporter shall not be permitted any additional or duplicative recovery for any damages, payments, or other amounts for which Transporter has received payments or other compensation pursuant to the terms of this Credit Agreement or any Credit Support.

2. Notice. Except as herein otherwise provided, any notice, request, demand, statement, or bill provided for in this Credit Agreement, or any notice which either Party desires to give to the other, must be in writing and will be considered duly delivered only if delivered by hand, by nationally recognized overnight courier service, 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 77056-5306
Attention: Manager – Interstate Credit Risk

With copy to: Florida Gas Transmission Company, LLC
1300 Main St.
Houston, Texas 77056-5306
Attention: Commercial Operations

Shipper: Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 1750
Houston, TX 77056
Attention: Risk and Administration

With a copy to: Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 750
Houston, TX 77056
Attention: Trading and Business Development

or at such other address as either Party designates by written notice. Delivery shall be deemed to occur at the time of actual receipt at the Parties' respective Houston, Texas offices set forth above, as applicable; provided, however, that if receipt occurs after normal business hours or on a weekend or national holiday, then delivery shall be deemed to occur on the next Business Day.

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

4. CHOICE OF LAW. THIS CREDIT AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULES THAT MAY REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR IN THE UNITED STATES DISTRICT COURT, THE SOUTHERN DISTRICT OF HOUSTON, TEXAS. EACH PARTY HEREBY

IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT.

5. 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.

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

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

Florida Gas Transmission Company, LLC

Chubu US Gas Trading LLC

By: _____ By: _____

Name: _____ Name: Satoshi Naito

Title: _____ Title: President

Date: _____ Date: _____

APPENDIX A

GUARANTY

THIS GUARANTY (this “Guaranty”) is made and entered into and effective as of _____, 2015, by Chubu Electric Power Company, Inc., a company organized under the laws of Japan (“Guarantor”), in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company (“FGT”). Except as otherwise defined herein, any capitalized term used herein and defined in the PA (as defined below) shall have the meaning given to such term by the PA.

WITNESSETH:

WHEREAS, Chubu US Gas Trading LLC, a Delaware limited liability company has entered into the Precedent Agreement, dated as of _____, 2015 (as such agreement may from time to time be modified, supplemented, amended, or extended, the “PA”);

WHEREAS, Chubu US Gas Trading LLC (including its successors and permitted assigns under Section 8 of the PA, “Shipper”) is an affiliate of Guarantor;

WHEREAS, the PA contemplates that, subject to the satisfaction of certain conditions specified in the PA, FGT and Shipper will enter into a service agreement and negotiated rate agreement for firm transportation service in accordance with the PA (as such agreement may from time to time be modified, supplemented, amended, or extended, (the “FTS-WD-2 Agreement”));

WHEREAS, Shipper has certain payment obligations to FGT in connection with the PA and the FTS-WD-2 Agreement (all such obligations of Shipper, including the obligation of Shipper to pay all amounts due under the FTS-WD-2 Agreement, referred to as the “Guaranteed Obligations”);

WHEREAS, FGT entered into the PA with Shipper on the condition that FGT 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 FGT prompt payment when due 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.

The aggregate amount of the Guaranteed Obligations covered by this Guaranty for the period prior to the date service commences under the FTS-WD-2 Agreement (the “Service

Commencement Date”) shall not exceed US\$26,000,000 (TWENTY SIX MILLION US Dollars). After the Service Commencement Date, the aggregate amount of the Guaranteed Obligations covered by this Guaranty shall not exceed the aggregate reservation charges due from and not paid by (or on behalf of) Shipper under the FTS-WD-2 Agreement as of such date. As set forth in Exhibit A, at no time shall the Guaranteed Obligations exceed US\$93,075,000 (NINETY THREE MILLION SEVENTY FIVE THOUSAND US Dollars), (the “Guaranteed Amount”). Provided that Shipper has paid (or caused to be paid) the Guaranteed Obligations as such become due, the Guaranteed Amount shall be reduced automatically and without amendment as set forth in the attached Exhibit A. In the event that the Service Commencement Date on Exhibit A differs from the actual date service commences on under the FTS-WD-2 Agreement, Exhibit A shall be amended to correspond to such actual date.

2. This Guaranty shall constitute a continuing guaranty of payment and not a guaranty of collection. 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 either (i) the full performance and indefeasible payment in full or (ii) satisfaction in full of all Guaranteed Obligations.
3. Guarantor’s obligations hereunder are independent of the obligations of any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether or not action is brought against any other guarantor and whether or not any other guarantor be joined in any such action or actions; provided, however, neither Guarantor nor Shipper shall be liable for any Guaranteed Obligations already fully and indefeasibly satisfied. If Shipper waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability under the PA, the FTS-WD-2 Agreement and/or FGT’s FERC Gas Tariff Guarantor likewise waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Shipper or other circumstance that operates to toll any statute of limitations as to Shipper shall operate to toll the statute of limitations as to Guarantor. Notwithstanding anything herein to the contrary, Guarantor does not waive and retains and reserves to itself all rights, counterclaims and other defenses to which Shipper is or may be entitled to, including those arising from or out of the PA, FTS-WD-2 Agreement, and/or FGT’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-WD-2 Agreement and to perform its obligations thereunder, and the lack of enforceability of Shipper’s obligations under the PA or FTS-WD-2 Agreement or any transactions contemplated thereby (such retained and reserved and not waived or excluded rights, counterclaims and other defenses, the “Retained Defenses”).
4. 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 FGT against, and any other notice to, any party liable thereon (including Guarantor or any other guarantor).

5. FGT, to the extent agreed to by Shipper or otherwise expressly allowed by the PA, the FTS-WD-2 Agreement and/or FGT'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.

6. 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 indefeasible payment in full or satisfaction in full of the Guaranteed Obligations.

7. 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 FGT 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 FGT 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 FGT to any other or further action in any circumstances without notice or demand. It is not necessary for FGT to inquire into the capacity or powers of Shipper or the officers, directors, partners or agents acting or purporting to act on its behalf.

8. Guarantor hereby agrees with FGT 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 indefeasibly paid in full or satisfied in full (it being understood that Guarantor is not waiving any right of subrogation that it may otherwise have but is only waiving the exercise thereof as provided above).

9. (a) Guarantor waives any right (except as shall be required by applicable statute and cannot be waived) to require FGT 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 FGT's power whatsoever. Other than with respect to the Retained Defenses, Guarantor waives any defense based on or arising out of any defense of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party other than indefeasible payment in full or satisfaction in full of the Guaranteed Obligations, including, without limitation, other than with respect to the Retained Defenses, any defense based on or arising out of the disability of Shipper, Guarantor, any other guarantor of the Guaranteed Obligations or any other party, or the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Shipper other than indefeasible payment in full or satisfaction in full of the Guaranteed Obligations.

(b) Guarantor waives all presentments, demands for performance, protests and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Guarantor assumes all responsibility for being and keeping itself informed of Shipper's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks which Guarantor assumes and incurs hereunder, and agrees that FGT shall have no duty to advise Guarantor of information known to it regarding such circumstances or risks.

10. In order to induce FGT to enter into the Agreement, Guarantor represents, warrants, and covenants that:

(a) Status. Guarantor (i) is a duly organized and validly existing corporation, in good standing under the laws of the jurisdiction of its organization, (ii) has the corporate power and authority to own or lease its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business requires such qualification, except for failures to be so qualified which, individually or in the aggregate, could not reasonably be expected to have a material

adverse effect on the results of operations or financial condition of Guarantor and its subsidiaries, taken as a whole.

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

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

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

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

11. Guarantor hereby agrees to pay all reasonable and documented out-of-pocket costs and expenses of FGT in connection with the enforcement of this Guaranty and in connection with any amendment, waiver, or consent requested by Guarantor relating hereto (including reasonable fees and expenses of outside counsel and experts).

12. 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 FGT 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 FGT (and any such attempted assignment or transfer without such consent shall be null and void).
13. 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 FGT.
14. 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.
15. 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 facsimile transmission (with receipt confirmed by an electronically generated written confirmation), or (iii) received by the addressee, if sent by a nationally recognized delivery service or other traceable method, in each case to the appropriate Houston, Texas addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers 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: Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 750
Houston, TX 77056
Attention: President

With a copy to: Chubu Electric Power Company, Inc.
Attention: Fuels Department
Higashi-shincho, Higashi-ku,
Nagoya, 461-8680 Japan
Facsimile: +81-52-951-6025

If to FGT, to: Florida Gas Transmission Company, LLC
Attn: Interstate Credit Risk Management
1300 Main St.
Houston, Texas 77002-6803
Facsimile: 281-714-2177

With a copy to: Florida Gas Transmission Company, LLC.
Attn: Legal Department
1300 Main St.
Houston, Texas 77002-6803
Facsimile: 713-989-1212

“Business Day” shall mean any day except a Saturday, Sunday or a day on which major commercial banks in New York City, New York, or Tokyo, Japan, are required by law, regulation, order or decree to be closed for business.

16. This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any Guaranteed Obligation is rescinded or must otherwise be returned upon the insolvency, bankruptcy, or reorganization of the Shipper or otherwise, all as though such payment had not been made. In such a situation, any prior release from the terms of this Guaranty shall be reinstated in full force and effect.

(a) THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF FGT AND OF GUARANTOR HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH UNITED STATES FEDERAL LAW AND THE LAW OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS. Any legal action or proceeding with respect to this Guaranty shall be brought in the courts of the State of Texas or of the United States of America for the Southern District of Texas, in each case which are located in Houston, and, by execution and delivery of this Guaranty, Guarantor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Guarantor hereby further irrevocably waives any claim that any such courts lack jurisdiction over Guarantor, and agrees not to plead or claim in any legal action or proceeding with respect to this Guaranty brought in any of the aforesaid courts that any such court lacks jurisdiction over Guarantor. Guarantor further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, (in each case postage prepaid), or via overnight courier to Guarantor at its address set forth in Section 15, such service to become effective thirty (30) days after such mailing. Furthermore, Guarantor has appointed Chubu US Gas Trading LLC as its agent for service of process (“Service of Process Agent”) who shall be responsible for accepting service of process within the United States on behalf of Guarantor. Service of process on Guarantor in any action arising out of or relating to this Guaranty shall be effective if mailed to the Service of Process Agent at the following address:

Chubu US Gas Trading LLC
1980 Post Oak Blvd, Suite 750
Houston, TX 77056
Attention: [Individual]

Guarantor hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder that such service of process on Guarantor or the Service of Process Agent in the manner set forth above was in any way invalid or ineffective.

(b) Guarantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Guaranty brought in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such

court that such action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) WAIVER OF TRIAL BY JURY. EACH OF GUARANTOR AND FGT (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.

17. 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.
18. 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.
19. This Guaranty reflects the whole and entire agreement of the parties and, with the exception of the Precedent Agreement and FTS-WD-2 Agreement, supersedes all prior agreements related to the subject matter hereof.

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

GUARANTOR:

By:

Name: Toshimi Tsuchiya

Title: Executive Officer

General Manager of Fuels Department

April 16, 2018

Mr. David Selbst
Mr. Tetsuo Yoshida
JERA Energy America LLC
1980 Post Oak Blvd., Suite 1750
Houston, TX 77056

Re: Negotiated Rates for Transportation Service Under Florida Gas Transmission Company, LLC Rate Schedule FTS-WD-2, Contract No. 123157

Dear Mr. Selbst and Mr. Yoshida:

This Negotiated Rate Agreement (“Agreement”) is made and entered into this 3 day of May, 2018 by and between Florida Gas Transmission Company LLC, a Delaware limited liability company (“Transporter”) and JERA Energy America LLC, a Delaware limited liability company (“Shipper”). In accordance with the mutual covenants and agreements contained herein, Transporter and Shipper desire to enter into this Agreement with respect to the rates for service under a service agreement executed contemporaneously herewith pursuant to Transporter’s Rate Schedule FTS-WD-2 (“Service Agreement”). In the event of a conflict between this Agreement and the Service Agreement, this Agreement shall control.

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, the following negotiated rate subject to the following terms and conditions ((a) through (c) collectively hereinafter referred to as the “Negotiated Rate”):

a. The Negotiated Rate shall be a fixed 100% Load Factor Rate equal to \$0.17/Dth, plus all applicable Surcharges, for service (i) from the Eligible Primary Receipt Point(s) to the Eligible Primary Delivery Points and (ii) from any Alternate Receipt Point(s) to any Alternate Delivery Point(s) under the Service Agreement. Alternate Receipt and Delivery Points shall include all points on Transporter’s system between the interconnect point at Southcross, Refugio County, Texas, to the Alabama-Florida border (the “Western Division”). Eligible Primary Receipt and Delivery Point(s) shall be those points within the area between Transporter’s mile post 165.75 (Southcross interconnect)

in Refugio County, Texas, to compressor station 7 in Acadia Parish, Louisiana (such area, "Zone 1") and the area beginning at Transporter's compressor station 7 in Acadia Parish, Louisiana, to compressor station 8 in East Baton Rouge Parish, Louisiana, including Transporter's White Lake Lateral and Chacahoula Lateral (such area, "Zone 2"). Any Primary Receipt or Delivery Point selected by Shipper under the Service Agreement located within the Western Division, but east of Transporter's compressor station 8, shall result in a fixed 100% Load Factor Rate equal to \$0.34/Dth, plus all applicable Surcharges.

b. Fuel: Shipper shall pay Transporter the Fuel Reimbursement Charge set forth in Transporter's Tariff, applicable to the Service Agreement; provided, however, that the Fuel Reimbursement Charge shall be capped at 2.125% ("Fuel Cap"). Nothing in this Section shall preclude Transporter from charging to a deferral account for future recovery from Shipper any amount by which the Fuel Reimbursement Charge is above the Fuel Cap. In such situations, Transporter will charge Shipper (and Shipper shall pay) a percentage equal to the Fuel Cap until the deferral account is reduced to zero or the end of the Negotiated Rate Term.

c. Most Favored Nations: If, at any time prior to the date that is five (5) years after the date on which Shipper's service commences under the Service Agreement, Transporter enters into a Precedent Agreement or firm transportation agreement under Rate Schedule FTS-WD-2 and a negotiated or discount rate agreement with (a) a 100% load factor rate that is lower than Customer's 100% load factor negotiated rate set forth in Attachment 3 hereto (the "Lower Rate"), (b) from any Primary Receipt Point in the area beginning at Transporter's compressor station 7 in Acadia Parish, Louisiana, to compressor station 8 in East Baton Rouge Parish, Louisiana, including Transporter's White Lake Lateral and Chacahoula Lateral (such area, "Zone 2") to any Primary Delivery Point on the Lateral, (c) for a Primary Term of one year or more, but less than fifteen (15) years (and for other than seasonal service), and (d) an MDTQ of 125,000 Dth/d or less, then Transporter shall offer to reduce Shipper's Negotiated Rate for service under the Service Agreement to a rate equal to the Lower Rate.

2. Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the Negotiated Rate set forth above will apply to deliveries under the Service Agreement at the primary and alternate delivery points specified. Shipper shall have the right to change Primary Points of Receipt and/or Delivery to any existing and/or future points within FGT's Zone 1 and/or Zone 2, subject to available capacity and compliance with the Tariff. In the event of such a change(s) in Primary Points, Shipper shall continue to pay the same Negotiated Rate as set forth in this Agreement. Shipper shall have the right to utilize Alternate Receipt and/or Delivery Points at any existing and/or future points in FGT's Western Division, at no change in rate, subject to available capacity and compliance with the Tariff. In the event that Shipper releases its firm transportation rights under the Service Agreement (in accordance with Federal Energy Regulatory Commission ("FERC") requirements or necessary approvals) at a rate higher or lower than the Negotiated Rate, Shipper shall continue to be obligated to pay Transporter the Negotiated Rate, and Transporter shall credit Shipper with all reservation charges received from the applicable replacement shipper(s).

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." Shipper, by execution of this Agreement, agrees 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 for such Recourse Rate(s) for transportation service under this Agreement or the Service Agreement, even if the final maximum recourse rates are at any time 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.
6. Term: This Agreement shall be effective as of the date first above written. Subject to Paragraph 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, if exercised by Shipper, the Extension Term under the Service Agreement, without regard to any changes that may occur to Transporter's Tariff, including maximum/minimum rates, fuel charges, or other surcharges under the Tariff.
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, for so long as remains applicable, 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, in each case as may be amended or otherwise modified from time to time. Should FERC disallow, modify or condition approval of any material term(s) of the Negotiated Rate, then the Parties (including senior management if necessary) agree to meet promptly after the order disallowing, modifying or conditioning approval of such term(s) and negotiate in good faith to reach mutual agreement on a substitute lawful arrangement,

such that the Parties are placed in the same economic position as if such Negotiated Rate had not been disallowed, modified or conditioned.

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

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

Sincerely,

Florida Gas Transmission Company, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO:

This ____ day of _____, 2018

JERA Energy America LLC

By: _____

Name: _____

Title: _____

Chubu US Trading LLC
to
JERA Energy America LLC

Name Change Documentation

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CHUBU US GAS TRADING LLC", CHANGING ITS NAME FROM "CHUBU US GAS TRADING LLC" TO "JERA ENERGY AMERICA LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF JUNE, A.D. 2016, AT 8:16 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JULY, A.D. 2016.




Jeffrey W. Bullock, Secretary of State

5388124 8100
SR# 20164324541

Authentication: 202441591
Date: 06-06-16

You may verify this certificate online at corp.delaware.gov/authver.shtml



Chubu US Gas Trading LLC

1980 Post Oak Blvd., Suite 1750
Houston, TX 77056
Phone 713-980-4140
Fax 713-980-4141

June 10, 2016

TO OUR VALUED CONTRACT PARTIES

RE: Name Change for Chubu US Gas Trading LLC ("CUSGT")

As you may know, on February 9, 2015, our parent company Chubu Electric Power Co., Inc. ("CEPCO") entered into a joint venture agreement with Tokyo Electric Power Company Inc. for the formation of a comprehensive alliance covering the entire energy supply chain, from upstream investments and fuel procurement through power generation. The joint venture was named JERA Co., Inc. and was established on April 30, 2015. As part of the joint venture agreement implementation, CUSGT will become part of JERA as of July 1, 2016 (the "Effective Date").

To that end, CUSGT will change its name to JERA Energy America LLC, as of the Effective Date. A copy of the certification issued by Secretary of State of the State of Delaware and revised form W-9 are enclosed. We hereby confirm that all transactions, contracts and agreements between you and CUSGT will continue and will not be in any way affected by this name change. Further, we hereby confirm that all parent guarantees from CEPCO to our counterparties currently in place will remain in full effect on and after the Effective Date.

Our contact information, including our address, telephone and facsimile numbers will remain unchanged, with the exception of email addresses, which will be changed in the future, with proper notice. Additionally, our banking information and account numbers will remain unchanged.

We look forward to continuing our mutually beneficial business relationship. If you have any questions about this notice, or the documentation provided, please feel free to contact me.

Sincerely,

Tetsuo Yoshida
Senior Vice President, Risk and Administration
Chubu US Gas Trading LLC
E-mail: admin@cusgt.com / Yoshida.Tetsuo@cusgt.com
Phone: 713-980-4154 / 713-819-1015