

**FLORIDA GAS TRANSMISSION COMPANY, LLC
LIVINGSTON PARISH PROJECT
BINDING OPEN SEASON**

Florida Gas Transmission Company, LLC (“FGT”) will conduct a binding Open Season for a proposed expansion of capacity in the Western Division, with gas sourced from an existing receipt point in the Alabama area, to an existing delivery point in the Livingston Parish, Louisiana area (“Project Path”), beginning February 22, 2024, at 9:00 a.m. Central Time (“CT”) and ending March 13, 2024, at 5:00 p.m. CT.

Project Description

FGT proposes to construct, install, own, and maintain (i) certain pipeline facilities necessary to upgrade existing horsepower at Compressor Station 10 in George County, Mississippi; (ii) improve meter station facilities in Livingston Parish, Louisiana; and (iii) install other pipeline facilities necessary to provide incremental firm natural gas transportation service to increase capacity in its Western Division (the “Livingston Parish Project”) or (the “Project”).

FGT will seek Federal Energy Regulatory Commission (“FERC”) approval to construct the necessary facilities for the Project. FGT anticipates the Project to be available October 1, 2024.

Firm Transportation Capacity

FGT has secured a binding commitment with an anchor shipper for the Project and plans to file a Prior Notice Request at FERC for the related facilities for the Project. Anchor shipper’s capacity will not be subject to pro-rationing and will be considered in determining, in FGT’s discretion, the optimal size and design of the Project.

FGT is willing to accept offers for capacity under FGT’s FTS-WD-2 Rate Schedule.

Primary Receipt and Delivery Points subject to this Open Season are from an existing point near Mobile County, Alabama to the existing delivery point in Livingston Parish, Louisiana, all within the Project Path and subject to existing capacity at such points, although FGT may consider other points. Shipper’s request for MDTQ shall be a uniform quantity throughout the term of the Service Agreement, except that FGT may, but shall not be obligated to, agree on a not unduly discriminatory basis to certain differing levels in Shipper’s MDTQ for specified periods during the term of the service agreement. The effective period of each MDTQ level shall be specified on Attachment 1 of the Precedent Agreement.

Shippers will also be responsible for all applicable Surcharges and Fuel Reimbursement related to the service proposed under all applicable Rate Schedules.

Open Season Procedures

During this Open Season, any Shipper interested in contracting for service from capacity provided by the Livingston Parish Project to be considered eligible should execute and return the following documents:

- ❑ Binding Precedent Agreement
- ❑ Attachment 1 to the Precedent Agreement which must include the following:
 - Contract Maximum Daily Transportation Quantity (“MDTQ”)
 - Primary Receipt and Delivery points and Maximum Daily Quantity (“MDQ”)
 - An election of a fixed Negotiated Reservation Rate for service under Rate Schedule FTS-WD-2
 - Primary Term
- ❑ Credit Agreement (Attached to the Precedent Agreement)

FGT reserves the right to reject any and all bids, including non-conforming bids. Bids that have a delayed in-service requirement or other contingencies, or that are incomplete or include changes to the form of precedent agreement provided by FGT will be deemed “non-conforming” bids. FGT’s discretion to reject or accept a bid, including any non-conforming bid, shall be exercised on a not unduly discriminatory basis.

After the close of this Open Season, FGT will evaluate all conforming bids and determine whether to proceed with the Project. Awards of capacity, if any, will be based on the highest net present value of the reservation charges produced by an acceptable bid, or combination of acceptable bids, received in this Open Season, up to the total quantity that results from the facilities that FGT determines, in its sole discretion, to construct.

The total capacity offered and to be awarded in this Open Season will be based on the facilities required to provide requested capacity and final and timely execution of Precedent Agreements with Shippers. FGT may, in its sole discretion, at any time during the Open Season extend the closing date of the Open Season or modify the terms of or terminate the Open Season.

Submission of Binding Bids

All submitted bid(s) pertaining to the Project shall be binding to Shippers. Shippers desiring to submit bids should contact FGT to receive the form of Precedent Agreement referenced above, and, prior to the close of the Open Season, provide all necessary credit information, including the Credit Agreement referenced above, and complete and submit all required documents in duplicate, by registered or certified mail, courier or email at any time during the Open Season to:

Florida Gas Transmission Company, LLC
1300 Main Street
Houston, TX 77002

Attn: Mike Bryant
(713) 989-2214
Email: Mike.Bryant@energytransfer.com

Gary Dreadin
(713) 989-2084
Gary.Dreadin@energytransfer.com

Solicitation of Turnback Capacity

Existing FGT Shippers desiring to turn back Rate Schedule FTS-WD-2 capacity they believe may be used as a substitute to constructing new FTS-WD-2 facilities are invited to contact one of the FGT representatives listed above.

Open Season materials are provided for informational purposes to enable Shippers to obtain firm transportation services to be made available under the Project. However, the information contained herein establishes no contractual or other relationship between FGT and any party.